

CITY COUNCIL MEETING / PUBLIC HEARING
TUESDAY, APRIL 18, 2017
CITY HALL
22710 E. COUNTRY VISTA DRIVE
6:00 P.M.

- 1. INVOCATION**
- 2. PLEDGE OF ALLEGIANCE**
- 3. CALL TO ORDER**
- 4. ROLL CALL**
- 5. AGENDA APPROVAL**
- 6. CITIZEN COMMENTS**
- 7. WORKSHOP DISCUSSION – Community Center (6-7 PM)**
 - Feedback on reservation requests – Jennifer Camp, Parks & Recreation Director
 - History / Timeline / Monetary Data – RJ Stevenson, Finance Director
 - Architect and Contractor Experts – Scott McGlocklin/ Gary Bernardo
 - Council Discussion
- 8. LOCAL BUSINESS SPOTLIGHT – Adorkable Flowers and Gifts, LLC, Andrea & Joshua Wallgren**
- 9. PRESENTATIONS**

Emergency Preparedness Drill Plan Survey Results Larry Rider, Volunteer, Scout Troop #325
Lions Club Dedication Benches Wendy Van Orman
Spokane Guild School Korin Michielli, Development Director

- 10. FIRST QUARTER REPORT**
 - Permit Statistics – Amanda Tainio, Planning & Building Services Manager

11. CITY ADMINISTRATOR REPORT

12. ACTION ITEMS

A. Consent Agenda

- i. Approve April 4, 2017 City Council Minutes
- ii. Approve April 18, 2017 vouchers in the amount of \$470,628.81

B. General Business

- i. Authorize Mayor Peterson to sign a purchase agreement for a Lely WFR ground driven fertilizer spreader in the amount of \$8,335.73
- ii. Approve job description and salary range for Streets Section Lead
- iii. Accept the nominations of Jesse Fox and Richard Siler to full-time voting member positions on the City Planning Commission
- iv. Award the bid for striping paint to Rodda Paint in the amount of \$9,443.84 and authorize Mayor Peterson to enter into the contract
- v. Award the on call engineering Professional Services Agreement to Parametrix, and authorize Mayor Peterson to execute the Agreement

13. PUBLIC HEARING

City of Liberty Lake's six-month extension of the moratorium on the acceptance of applications of or processing of applications, or issuance of permits or licenses, and approvals, and uses or activities associated with the producing, processing, or retailing of marijuana and marijuana-infused products

14. RESOLUTION

Resolution No. 17-226, approving Rocky Hill North 3rd Addition Final Plat

15. SECOND READ ORDINANCE

Ordinance No. 239 – extending for up to six months a moratorium on the acceptance of or processing of applications, or issuance of permits or licenses, and approvals, and uses or activities associated with the producing, processing, or retailing of marijuana and marijuana-infused products

16. INTRODUCTION OF UPCOMING AGENDA ITEMS

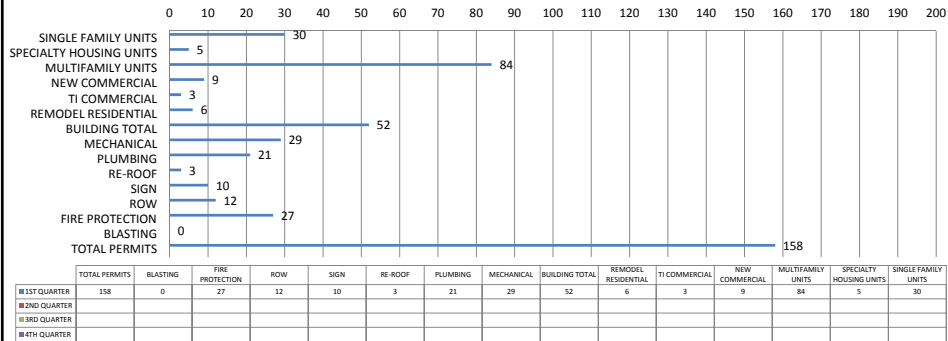
17. CITIZEN COMMENTS

18. ADJOURNMENT

REPORTS

1st Quarter 2017 Permits

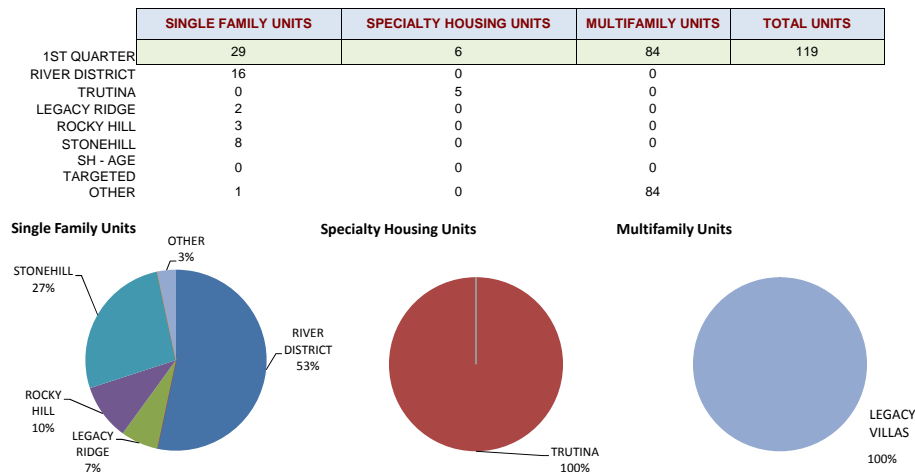
2017 Permit Counts



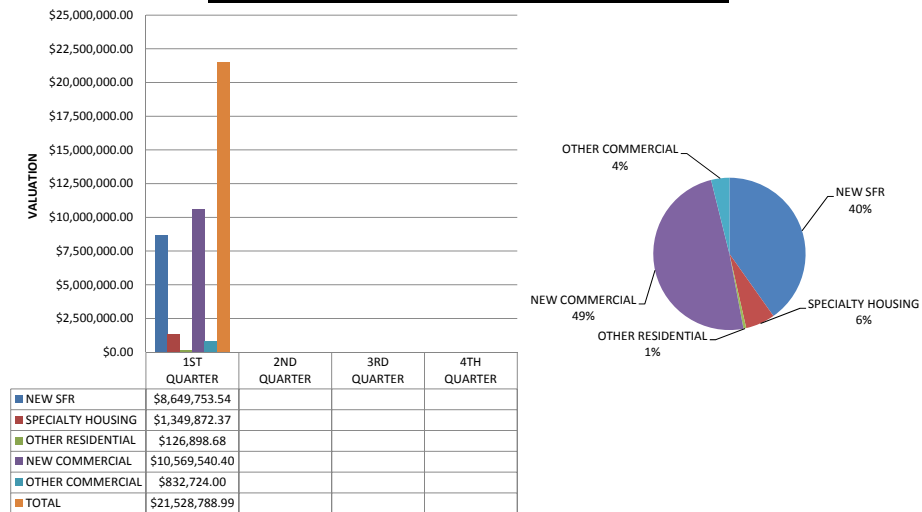
2016 = 126 total permits 1st quarter

2017 = 158 total permits 1st quarter

1st Quarter Housing Unit Counts

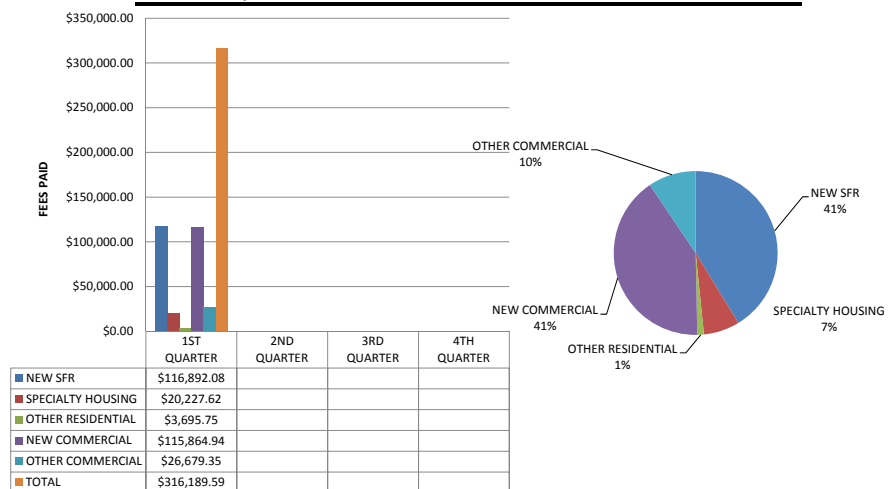


1st Quarter Valuations



- Valuation totals by dollar amount and total percentage

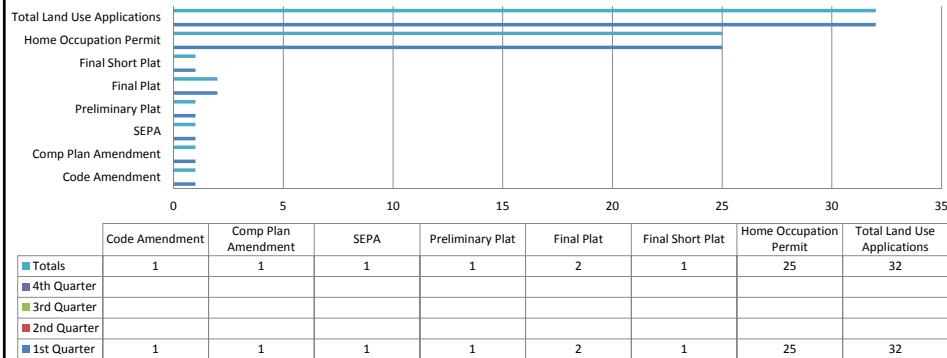
1st Quarter Permit Fees Paid



- Fees paid totals by dollar amount and total percentage

1st Quarter 2017 Land Use

Land Use Application Counts

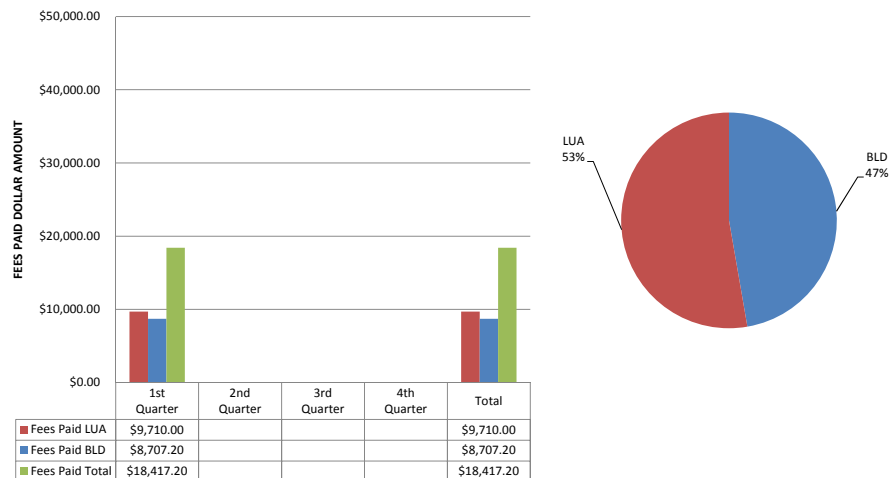


2016 = 13 total applications 1st quarter

2017 = 32 total applications 1st quarter

1st Quarter Land Use Fees Paid

Land Use Fees Paid



- Fees paid totals by dollar amount and total percentage

LIBERTY LAKE MUNICIPAL LIBRARY
MONTHLY REPORT
March 2017

Statistics:	2017	2016
Checkouts	7,783	8,782
Renewals	1,230	1,344
Downloads	1,103	1,014
Lent to CIN	1,186	1,302
Freegal	561	348
In house	517	477
ILL	17	18
Total circulation	12,397	13,267
Borrowed from CIN	1,060	857
Checkins	7,670	8,884
Items Added	246	
Items Deleted	708	
Total patron visits	6,433	5,324
Programs: Children's	928	448
Adult	94	80
Total		528
New cards	93	87
Total cards	5,814	6,142



Events in March

Untidy Toddlers Event

Books 'n Brew: March 30
STEM-tacular Thursday: Drawbots
Family Craft Classes: Saturday, March 9 & 18
Untidy Toddlers Event: March 14
Adult Craft Class: Thursday, March 23
Adult Coloring @ the Library: Saturday, March 11 & 25
LL Needle Arts Society: Saturdays at 10:30
Early Literacy Classes: Move & Groove, babies, toddlers, pre-school
Code Club: Wednesdays at 4
LEGO Club: ages 4 and up
Family Movie: *Fantastic Beasts and Where to Find Them*, March 3

Coming in April

National Library Week: April 9 – 15th

Friends' Tea: April 29th @ 2 - 4 pm at Meadowwood Technology Center

Spring Break Events: Chocolate Challenge, April 4 @ 2

Movie Morning: Sing, April 6 @ 10:30

Kids Paint Class: April 18 @ 4 pm

Adult Craft Classes: Easter Decor, April 6 @ 6:00 pm / Etched Glass, April 20th @ 6 pm

Books 'n Brew: *Winterdance* by Gary Paulson

Family Movie Nights: *Star Wars: The Force Awakens*, April 7th 5:30

Family Craft Classes: Saturday, April 8th @ 2 pm & April 29 @ 2 pm

LL Needle Arts Society: Saturdays at 10:30

Early Literacy Classes: Move & Groove, babies, toddlers, pre-school

LEGO Club: LEGO Rally

STEM-tacular Saturday: Food Science, April 27, 4 pm

Coloring Days: Saturday, April 1, 15, 22, all afternoon



Untidy Toddlers Event

Adult Craft Night: Bath salts & scrubs

Family Craft Saturday: Paint a Pot;
Plant a Seed



ACTION ITEMS

City of Liberty Lake

Consent Agenda for April 18, 2017
City Council Meeting

Report from the Mayor for pending claims and payment of previously-approved obligations through April 18, 2017

Payee	Description	Amount
See attached voucher report.		
Total vouchers through April 18, 2017		\$ 127,001.64
3-Apr-17 Michael L. Thomas	Check No. 24072	\$ 366.77
3-Apr-17 Payroll Internal Revenue Service	EFT	\$ 12.07
March, 2017 Payroll & Benefits		\$343,248.33
TOTAL		<u><u>\$ 470,628.81</u></u>

RECOMMENDATION: Approve and Authorize for Payment

ATTACHMENTS: All original invoices are on file with the City Treasurer.

SIGNATURES:

City Clerk

Mayor

Finance Committee

CHECK REGISTER

CITY OF LIBERTY LAKE

MCAG #: 2757

04/01/2017 To: 04/30/2017

Time: 09:57:44 Date: 04/03/2017

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1141	04/03/2017	Payroll	1	EFT	941 PAYROLL INTERNAL REVENUE SERVICE	12.07	941 Deposit For 04/01/2017 - 04/30/2017
1140	04/03/2017	Payroll	1	24072	MICHAEL L THOMAS	366.77	
001 General Fund						378.84	
						378.84 Payroll:	378.84

"I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim a just, due and unpaid obligation against the City of Liberty Lake, and that I am authorized to authenticate and certify to said claim."


City Clerk

4.4.17
Date

"I, the undersigned, do hereby certify under penalty of perjury that the claim is a just, due and unpaid obligations against the City of Liberty Lake, and that I am authorized to certify to said claim."

City Clerk

Date

4/3/17

Missed 12 hours sick time entry on March timesheet.

Ann Marie Gelo - City Treasurer

CHECK REGISTER

CITY OF LIBERTY LAKE

MCAG #: 2757

04/18/2017 To: 04/18/2017

Time: 15:01:35 Date: 04/12/2017

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1200	04/18/2017	Claims	1	EFT	CHEVRON AND TEXACO BUSI CARD SVCS	3,469.54	FUEL
1201	04/18/2017	Claims	1	EFT	HOME DEPOT CREDIT SERVICES	2,532.14	MATERIALS
1202	04/18/2017	Claims	1	EFT	STATE OF WASHINGTON	953.32	Q1 USE TAX
1203	04/18/2017	Claims	1	EFT	STATE OF WASHINGTON	3,546.92	03/2017 RETAIL/USE TAX TRAILHEAD
1204	04/18/2017	Claims	1	EFT	VISA 2854	379.86	LLPD VISA CHGS
1205	04/18/2017	Claims	1	EFT	VISA 2870	522.39	P MOGEN VISA CHGS
1206	04/18/2017	Claims	1	EFT	VISA 2888	786.82	P&CD VISA CHGS
1207	04/18/2017	Claims	1	EFT	VISA 4074	323.03	LLML VISA CHGS
1208	04/18/2017	Claims	1	EFT	VISA 4272	919.16	ADMIN VISA CHGS
1209	04/18/2017	Claims	1	EFT	VISA 4397	225.97	A STAPLES VISA CHGS
1210	04/18/2017	Claims	1	EFT	VISA 4405	433.31	PARKS & REC VISA CHGS
1211	04/18/2017	Claims	1	24073	ABADAN REPROGRAPHICS/IMAGING	594.10	SERVICES
1212	04/18/2017	Claims	1	24074	ABC OFFICE EQUIPMENT INC	41.10	CONTRACT OVERAGE CHARGE 3/12-4/11/17
1213	04/18/2017	Claims	1	24075	ACRANET	123.00	BACKGROUND CHECKS
1214	04/18/2017	Claims	1	24076	ACUSHNET COMPANY	160.00	PRO SHOP ITEMS
1215	04/18/2017	Claims	1	24077	ADAMS TRACTOR CO INC	287.52	MATERIALS
1216	04/18/2017	Claims	1	24078	AED AUTHORITY	585.00	ANNUAL AED CONCIERGE PROGRAM 5/1/17-5/1/18
1217	04/18/2017	Claims	1	24079	AMERICAN ON-SITE SERVICES	113.75	SERVICES
1218	04/18/2017	Claims	1	24080	ARROW CONSTRUCTION SUPPLY INC	2,687.36	CURB GRINDER
1219	04/18/2017	Claims	1	24081	AUTO RAIN SUPPLY	416.22	MATERIALS
1220	04/18/2017	Claims	1	24082	AVISTA UTILITIES	8,785.93	UTILITIES
1221	04/18/2017	Claims	1	24083	BRODART COMPANY	86.32	LABELS
1222	04/18/2017	Claims	1	24084	BTAC ACQUISITION CORP	799.94	BOOKS
1223	04/18/2017	Claims	1	24085	CENTRAL PRE MIX CONCRETE CO	411.14	MATERIALS
1224	04/18/2017	Claims	1	24086	COBRA PUMA GOLF INC	2,330.37	PRO SHOP ITEMS, RETURNS
1225	04/18/2017	Claims	1	24087	COMCAST SPOTLIGHT INC	269.25	TV ADS 2/27-3/26/17
1226	04/18/2017	Claims	1	24088	COUNTRY VISTA CAR WASH	85.00	17 CAR WASHES
1227	04/18/2017	Claims	1	24089	DEMCO	400.82	BOOK SUPPLIES
1228	04/18/2017	Claims	1	24090	EVANS CRAVEN & LACKIE PS	5,501.20	SERVICES 2/27-3/22/17
1229	04/18/2017	Claims	1	24091	EVERGREEN NOTE SERVICING	14,008.12	ESTATE OF DENNIS E REGER
1230	04/18/2017	Claims	1	24092	FREE PRESS PUBLISHING INC	352.40	LEGAL ADS
1231	04/18/2017	Claims	1	24093	GALLS LLC	184.78	NEW HIRE HOLTHAUS
1232	04/18/2017	Claims	1	24094	HARBOR FREIGHT TOOLS	473.91	MATERIALS; MATERIALS
1233	04/18/2017	Claims	1	24095	HITECHNIQUE LLC	2,429.51	IT SVCS
1234	04/18/2017	Claims	1	24096	HORIZON	577.83	MATERIALS
1235	04/18/2017	Claims	1	24097	INTERNATIONAL CODE COUNCIL INC	75.55	'15 IZC SOFT, '12 BASIC CODE ENFORCEMENT
1236	04/18/2017	Claims	1	24098	J R SIMPLOT COMPANY	444.36	MATERIALS
1237	04/18/2017	Claims	1	24099	JOURNAL OF BUSINESS	29.95	LLML 1 YR SUBSCRIPTION EXP 3/22/18
1238	04/18/2017	Claims	1	24100	LIFE AID BEVERAGE COMPANY LLC	343.68	GOLFERAID
1239	04/18/2017	Claims	1	24101	LOFTHOUSE GOLF LLC	333.00	PROSCOPE 400X RANGEFINDER
1240	04/18/2017	Claims	1	24102	LOWES	160.23	MATERIALS

CHECK REGISTER

CITY OF LIBERTY LAKE

MCAG #: 2757

04/18/2017 To: 04/18/2017

Time: 15:01:35 Date: 04/12/2017

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1241	04/18/2017	Claims	1	24103	PAMELA ANN MOGEN	34.99	SPORT ACTION CAMERA-MARKET/PROMOT E LLML PROGRAMS
1242	04/18/2017	Claims	1	24104	TRAVIS E MONTGOMERY	8.75	PARKING MAKER SPACE MTG
1243	04/18/2017	Claims	1	24105	NORTH 40 OUTFITTERS	58.72	MATERIALS
1244	04/18/2017	Claims	1	24106	O'REILLY AUTO PARTS	184.07	MATERIALS
1245	04/18/2017	Claims	1	24107	OFFICE DEPOT	948.07	OFFICE SUPPLIES
1246	04/18/2017	Claims	1	24108	PAR WEST TURF SERVICES INC	41.66	MATERIALS
1247	04/18/2017	Claims	1	24109	ROBYNNE T PARKINSON	120.00	REVIEW/RESPOND TO EMAIL TOWN SQ PROJECT
1248	04/18/2017	Claims	1	24110	PEPLINSKI EXCAVATION INC	2,436.79	SERVICES
1249	04/18/2017	Claims	1	24111	PETTY CASH	65.03	REPLENISH PETTY CASH
1250	04/18/2017	Claims	1	24112	PIONEER MANUFACTURING COMPANY	782.44	MATERIALS
1251	04/18/2017	Claims	1	24113	PLANET TURF	2,615.65	MATERIALS
1252	04/18/2017	Claims	1	24114	PROFORCE LAW ENFORCEMENT	603.29	AMMO
1253	04/18/2017	Claims	1	24115	PTERA INC	2,625.57	PHONES
1254	04/18/2017	Claims	1	24116	PURCHASE POWER	600.00	REPLENISH POSTAGE
1255	04/18/2017	Claims	1	24117	QUALITY SERVICES INC	218.00	IEP PASSES 118726-118728,41979
1256	04/18/2017	Claims	1	24118	R & R PRODUCTS INC	599.10	MATERIALS
1257	04/18/2017	Claims	1	24119	SAFEGUARD BUSINESS SYSTEMS	86.58	DEPOSIT BOOKS
1258	04/18/2017	Claims	1	24120	SECRETARY OF STATE	1,002.22	2017 WDLG APR-JUNE
1259	04/18/2017	Claims	1	24121	SHARP SHOOTING INDOOR RANGE	71.71	BLACKHAWK SHOTGUN SLING
1260	04/18/2017	Claims	1	24122	SPIKES GOLF SUPPLIES INC	214.97	TEES
1261	04/18/2017	Claims	1	24123	SPOKANE COUNTY SOLID WASTE	15.00	SERVICES
1262	04/18/2017	Claims	1	24124	SPOKANE COUNTY TREASURER	30,341.77	Q1 2017 LIQUOR TAX; PROFITS/EXCISE TAX; SERVICES
1263	04/18/2017	Claims	1	24125	SPOKANE VALLEY POWER TOOL INC	61.15	MATERIALS
1264	04/18/2017	Claims	1	24126	STADIUM SPORTS	242.84	SERVICES
1265	04/18/2017	Claims	1	24127	STANLEY M SLOWIK INC	350.00	DEINES PRE EMPLOYMENT INTERVIEWING SEMINAR MAY 2-3
1266	04/18/2017	Claims	1	24128	SUNRISE INC	154.59	MATERIALS
1267	04/18/2017	Claims	1	24129	SUPPLYWORKS	632.72	JANITORIAL SUPPLIES
1268	04/18/2017	Claims	1	24130	T-MOBILE	211.70	CELL PHONES 2/21-3/20/17
1269	04/18/2017	Claims	1	24131	TGIB MARKETING INC	719.02	PRO SHOP ITEMS
1270	04/18/2017	Claims	1	24132	THE ANTIGUA GROUP INC	1,521.65	PRO SHOP ITEMS
1271	04/18/2017	Claims	1	24133	THE SPOKESMAN REVIEW	1,727.55	NOTICE TO CONSULTANTS FOR HARVARD BRIDGE REVISION/APPLEWAY SIGNALS, REQUEST FOR BIDS
1272	04/18/2017	Claims	1	24134	TIRE-RAMA	37.99	SERVICES
1273	04/18/2017	Claims	1	24135	ULINE	128.23	MAILING SUPPLIES
1274	04/18/2017	Claims	1	24136	VERIZON WIRELESS	2,033.68	CELL PHONES 2/23-3/22/17
1275	04/18/2017	Claims	1	24137	VISIT SPOKANE	4,705.45	Q1 '17 TOURISM

CHECK REGISTER

CITY OF LIBERTY LAKE

MCAG #: 2757

04/18/2017 To: 04/18/2017

Time: 15:01:35 Date: 04/12/2017

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1276	04/18/2017	Claims	1	24138	WASHINGTON MUNICIPAL CLKs ASSN	75.00	SWENSON MEMBER RENEWAL
1277	04/18/2017	Claims	1	24139	WASHINGTON STATE DEPT OF REVENUE	2,465.28	Q1 '17 LEASEHOLD EXCISE TAX RETURN
1278	04/18/2017	Claims	1	24140	WASHINGTON STATE TREASURER	6,026.55	Q1 '17 WA ST REMIT
1279	04/18/2017	Claims	1	24141	BEN WICK	2,520.00	SPLASH ADS
1280	04/18/2017	Claims	1	24142	WILBUR-ELLIS COMPANY LLC	1,747.12	MATERIALS
1281	04/18/2017	Claims	1	24143	WITTKOPF ENTERPRISES INC	381.66	MATERIALS
1282	04/18/2017	Claims	1	24144	XEROX CORPORATION	401.28	BLACK/COLOR BILLABLE PRINTS 2/21-3/21/17
001 General Fund						72,218.00	
110 Street Fund						12,054.17	
117 Tourism Promotion Area (TPA)						4,705.45	
212 LTGO Redemption Note (1.8)						14,008.12	
312 Street Capital Fund						153.05	
320 Harvard Road Mitigation Fund						2,041.15	
410 Stormwater Utility Fund						1,132.50	
420 Golf Operations Fund						20,689.20	
						<u>127,001.64</u>	Claims: 127,001.64

"I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim a just, due and unpaid obligation against the City of Liberty Lake, and that I am authorized to authenticate and certify to said claim."

City Clerk

Date

"I, the undersigned, do hereby certify under penalty of perjury that the claim is a just, due and unpaid obligations against the City of Liberty Lake, and that I am authorized to certify to said claim."

City Clerk

Date



AGENDA ITEM NO.: 12Bi

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

SUBJECT:

Purchase of Lely WFR Fertilizer Spreader

FOR THE AGENDA OF: April 18, 2017

DEPT. OF ORIGIN: Parks/Golf

EXHIBIT:

A – Quote for Lely WFR Fertilizer Spreader

B – Specs for Lely WFR Fertilizer Spreader

DEPT. HEAD APPROVAL: Katy Allen

EXPENDITURE REQUIRED:	\$8,335.73
BUDGETED:	Included in the 2017 Budget

SUMMARY STATEMENT

The City desires to purchase a Lely WFR ground driven fertilizer spreader for golf and parks maintenance. The City currently owns the same spreader but it is in need of rotation as it is no longer operable and can no longer be properly calibrated due to age. This spreader is for wide areas such as golf course rough and parks, and is a part of the equipment fleet rotation plan. It is a proprietary purchase and is the only tow-behind rotary fertilizer spreader available for turf maintenance; therefore there were no other competitive bids. This spreader was not available for purchase on the state or national contract.

RECOMMENDED ACTION

1. Authorize the Mayor to sign to Purchase Agreement.



Equipment Distributors Inc.

Serving customers since 1956

Seattle Main Office • 20224 80th Ave. S., Kent, WA 98032 (253) 872-8858 Fax: (253) 872-6942

Spokane • E. 2824 Garland Ave., Spokane, WA 99207 (509) 483-8665 Fax: (509) 483-7563

Oregon • 19635 SW 129th, Tualatin, OR 97062 (503) 691-0250 Fax: (503) 691-0849

Jennifer Camp
City of Liberty Lake
Lely spreader quote

2/14/17

Jennifer as requested I am providing a current quote for the Lely WFR ground driven fertilizer spreader. This carries a 1 year warranty which would be honored by Western Equipment. This comes complete with spinners and has many optional accessories that are available that can be added any time. For example, sand ring, hopper extension etc.

Please know that the stated price is a delivered price to your facility. The current price for this unit is \$7,668.57 with your 8.7% tax of \$667.16 your **Delivered total will be \$8,335.73**

Thank you for this opportunity and please let me know if I can help.

Sincerely,

Mark Jones SCPS Certified
Territory Sales Mgr. 509-701-1467

LELY

Broadcast Spreaders



Accuracy and Dependability



www.lelyturf.com

partners in turfcare



Unmatched in versatility and dependability

Lely broadcast spreaders are the world's most popular machines used today.

- World famous Force Feed Spreading Mechanism
- Unique Lely spreading pattern of sloping towards the outside
- Unequaled spreading accuracy up to 52 feet wide (16 meters)
- 3-point hitch mounted (Cat. 1, 2), PTO operated and ground driven
- Oil bath gearbox standard on all spreaders

These precision single-disc fertilizer spreaders excel because of their accurate broadcasting of fertilizer, seed, granular chemicals and sand. This unique system of spreading has created many satisfied customers throughout the world. Lely broadcasters are easy to operate, easy to clean and provide years of service. They are dependable, we stand behind every spreader with a 2-year limited warranty.

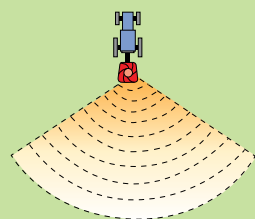
The unique Lely spreading system

The Feeding is key to the precise metering of any material, regardless of shape and density. Lely fertilizer spreaders are unrivaled because of their outstanding accuracy of material spread to the center or side. The bottom plate carries the fertilizer in a rotating movement. As a result, the fertilizer material is pushed past the feeding openings.

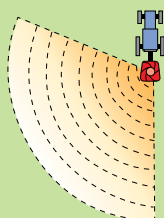
Available in 3 sizes:

- Small Seed – Turf Seeds, Grains
- Standard – Fertilizer, Lime & General Use
- Mass Output – Sand/Salt

A remote mechanical rope on/off control is standard equipment for Lely's single-disc spreaders. A hydraulic remote control option is available. All of Lely's single-disc spreaders are equipped with a simple, adjustable device for spreading to just one side.



Full Width



One Side

Spreading System

The spreading pattern adjustment plate, with section indication, provides a variety of settings for maintaining simple operation.



Dynamic design

The six dynamically-designed spoons direct a metered quantity of material to the field. A constant and precise material feeding from the disc to the spoons are ensured.

Dynamic design

The 33" diameter Ejector Disc is the hub of the world-famous Forced Feed Spreading Mechanism. Extensive research was conducted and resulted in the special size of the ejector disc with the long spoons.

- The dynamically-designed ejector disc, ensures an accurate spreading pattern up to 52'
- The Disc rotates over 2,000 times per minute
- Spoons made of stainless steel work in conjunction with the feeding assembly



WFR/WGR

Land wheel driven, the W broadcast spreader utilizes the same patented ejector disc technology as all PTO units. A unique wheel gear system lets the tires drive independently for uniform application, even on turns!

- Hopper capacity of 800 lbs/350 kgs
- Forward speed of 4.5 mph/7.2 km/h gives an effective spreading width of 52'/(16m)
- Disengagement for towing, remote rope feed control and side spreading adjustment is standard

The spreader is used for spreading fertilizer on golf courses, sports fields, parks or green areas. It is accurate for the application of lime, turf seed, grains and sand. Land wheels are fitted with tractor profile (WGR), or lawn flotation (WFR shown) tires.

Sand and salt

This trailed broadcast spreader can also do an excellent job spreading sand (top dressing) or salt (snow and ice). For sand/salt, a special ejector disc with short spoons gives a spreading width of up to 18' (6 m).

HR

Well known throughout the world, the model H has a long history in the family of Lely broadcast fertilizer spreaders. It is relatively small for those who require it.

- 3-point hitch and PTO driven
- Hopper capacity of 800 lbs/350 kgs
- Accurate for up to 52'/(16m) center or side applications

One latch releases the hopper so all moving parts can be easily cleaned. An optional hopper extension increases capacity by 200 lbs/90kgs.



Easy to clean

All Lely broadcast spreaders have hoppers that can be removed or tilted up by one or two latches. This makes for easy and quick cleaning of the critical feeding assembly area and ejector disk. This ensures a long life for your spreader.

L1250

The L1250 is ideally suited for somewhat larger applications. Not just fertilizers, but lime, turf seeds and grains can also be spread with this type of spreader.

- Mounted by 3 point hitch / PTO driven, Class I or II
- Hopper capacity of 1,323 lbs/625 kgs of material
- Will handle bulk bagged fertilizers

Changing the feeding assembly is quick and easy because of the hopper pivots. For sand top dressing, a mass feeding assembly option is available.

L1500

Lely's L1500 fertilizer spreader was developed specifically for larger turf areas. It is perfect for applying fertilizers or granular chemicals in bulk, either from bulk bags, a tipping trailer or from a silo.

- 3-point hitch and easy attach PTO drive, Class II
- Capacity of 1,650 lbs/775 kgs
- Low center of gravity and profile

The hopper can be tilted backward by unhooking two simple latches on the side. This enables the spreading mechanism to be cleaned very quickly and easily.

L2010

The largest in the range of single-disc fertilizer spreaders from Lely, the L2010 is particularly suitable for large turf operations, holding one ton of material.

- 3-point hitch and easy attach PTO drive, Class II
- Capacity of 2,275 lbs/1,000 kgs
- Dump type hopper with 2 latches for easy cleaning

The feed assembly can be adjusted by means of a graduated scale. This allows the amount of spread to be accurately regulated. This spreader will go anywhere your tractor goes.


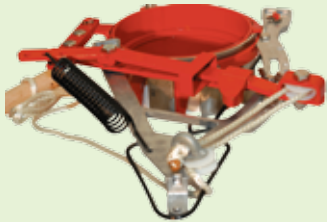







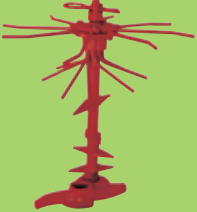
L Carrier

Pulling a spreader is a benefit in wet conditions, because the risk of soil structure damage by tractor wheeling can be virtually eliminated. Two 11L x 15 tires come standard. A flotation tire option is available (shown).

- Converts both the L1500 and the L2010 to a trailer broadcast spreader
- Fertilizer, chemical or topdressing spreading can be carried out with smaller tractors

The spreader is PTO-driven, remote rope control feeding and side-spreading, thus retaining all the advantages of a 3-point machine.



<p>Standard Ejector Disc</p> <p>The 33" (84 cm) diameter disc with a winged center directs material through the feeding. The six dynamically-designed, stainless steel spoons supply a metered quantity of material to the field.</p>			<p>Standard Feeding</p> <p>For use with almost all product applications. Provides precise measurement of material regardless of shape and density. Remote rope control for easy open and close action from your seat.</p>
<p>Sand or Salt Ejector Disc</p> <p>The ejector disc is set up with short, stainless steel spoons giving a spreading width of up to 18' (6 m). The trailed WFR or PTO driven single-disc spreaders can do an excellent job spreading sand, salt or both.</p>			<p>Hydraulic Feeding</p> <p>Lets the operator open and close the feeding using a switch connected to the tractor's hydraulic system. This ensures proper application rates when turning around or moving to a new location.</p>
<p>Mesh Grid H Screen</p> <p>For use on the HR, WFR and L1250 models, the screen prohibits solid masses of material from entering the feeding area and clogging the system. A larger size is available for the L1500 & L2010.</p>			<p>Mass Feeding</p> <p>Mass output feeding for application of sand, salt or any volume application. For use on all models.</p>
<p>Spreader Covers</p> <p>Available on all models. Keep fertilizer from bouncing out onto the turf. Keep light moisture off fertilizer during brief showers. Made of nylon pack and urethane has an elastic fit and viewing window.</p>			<p>Hopper Extension</p> <p>Used on the H and W series of spreaders. The extension increases hopper capacity by approximately 200 lbs (91 kgs).</p>
<p>Turf Marker</p> <p>A foam marking system designed to keep accurate track of overlap while doing long runs of product application. Comes complete as shown.</p>			<p>Agitator</p> <p>Available on all models, the agitator aids in the spreading of powdery/clumpy fertilizers, lime or sand. The agitator eliminates the risk of material bridging.</p>

2-Year Limited Warranty

Lely USA, Inc. stands behind its products. We are so confident in the quality and craftsmanship of our fertilizer spreaders that a 2-YEAR LIMITED WARRANTY comes standard.

Lely warrants all single disc broadcast spreaders for a period of two years from the date delivered to the original purchaser against defective materials and/or workmanship.

Any part, or parts, of the equipment that in the company's judgment shows evidence of such defects, will be repaired or replaced as the company elects, without charge for parts and labor if the defect appears within the stated time.

Contact Lely USA, Inc. for full details and restrictions of this warranty.



Known worldwide for accuracy and dependability

Unmatched in versatility and dependability, Lely broadcast spreaders meet the demanding needs of turf management professionals around the globe. All Lely precision single-disc fertilizer spreaders excel because they deliver precision accuracy, are easy to operate and easy to clean. Plus, every Lely spreader is covered by a 2-year limited warranty. Upgrade your equipment for your next applications.

SINGLE-DISC BROADCAST SPREADER TECHNICAL SPECIFICATIONS

Model	Type	HOPPER CAPACITY*		Empty Weight	Length	Height	Width	Tire	Maximum Spread Width
		CU. FT.	LBS.						
WFR	Trail, Ground Drive Flotation Tires	11.5	805	428	79"	48"	64"	Flotation 18x9.50x81up	up to 52'
WGR	Trail, Ground Drive Ground Grip Tires	11.5	805	410	79"	49"	50"	Ground 4.00x12	up to 52'
HR	3-pt. hitch p.t.o. driven	11.5	805	320	38"	43"	51"	—	up to 52'
1250	3-pt. hitch p.t.o. driven	18.9	1,323	375	53"	51"	62"	—	up to 52'
1500	3-pt. hitch p.t.o. driven	23.6	1,650	420	50"	44"	77"	—	up to 52'
2010	3-pt. hitch p.t.o. driven	32.5	2,275	452	48"	49"	79"	—	up to 52'



Lely USA, Inc.

P.O. Box 437, Pella, Iowa 50219
1-888-245-4684 (U.S.A. only) Fax: 1-800-752-8249

DEALER NETWORK

Lely USA, Inc. has a dealer network to serve you.

To find the dealer nearest you, please go to our website:
www.lelyturf.com Click the Dealer Locator tab.

Equipment shown is for illustrative purpose only and may display optional accessories or components. Lely USA, Inc. reserves the right to make changes in engineering, design, and specifications; add improvements; or discontinue manufacturing at any time without notice or obligation. Copyright © 2017 Lely USA, Inc. All Rights Reserved.

AGENDA BILL NO.: 12Bii

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

SUBJECT:

Streets Section Lead Position

FOR THE AGENDA OF: April 18th, 2017

DEPT. OF ORIGIN: Administrative Services

EXHIBITS:

A – Job Announcement

B – Job Description

DEPT. HEAD APPROVAL:

EXPENDITURE REQUIRED:	Yes
BUDGETED:	Salary Range not included in the 2017 Budget

SUMMARY STATEMENT

City of Liberty Lake is in need of a qualified individual to oversee Streets Operations and Maintenance. The City has not filled one of the six Crew Lead positions that were included in the 2017 Budget. The job description associated with Crew Lead does not include experience in Streets Operations and Maintenance. The attached job description and salary range is consistent with other Washington Cities.

RECOMMENDED ACTIONS

1. Approve the Streets Section Lead Position and salary range.



City of Liberty Lake

Employment Opportunity

POSITION: Streets Section Lead

ABOUT THE CITY: The City of Liberty Lake incorporated in 2001 and serves a population of over 9,000 residents. In Liberty Lake, our goal is to partner with residents and businesses with a focus on quality of life, the environment, and the economic vitality of our city. We strive to maintain an environment that preserves and enhances natural surroundings through the harmony of planned architectural design and green space; achieve our quality of life by creating a safe, friendly environment in which community involvement promotes recreational opportunities and civic pride; and encourage and support leading edge technology and a progressive business environment, which ensures a diverse, prosperous, and financially secure community.

ABOUT THE POSITION: The City of Liberty Lake is seeking a qualified and enthusiastic employee to serve our City as a Streets Section Lead. Please review the Job Description for more details regarding this position. This can be found at <https://wa-libertylake.civicplus.com/Jobs.aspx>

SALARY: \$47,840 to \$53,893 depending on experience, plus competitive benefits.

TO APPLY: Interested and qualified persons are invited to submit a complete City application, résumé and cover letter to Administrative Services, City of Liberty Lake, 22710 E. Country Vista Drive, Liberty Lake, WA 99019. Applications are also accepted by fax at 509-755-6713. A résumé does not replace the application. The City application can be found online at <https://wa-libertylake.civicplus.com/Jobs.aspx>

APPLICATION DEADLINE: Apply immediately. Posted April 3, 2017. Application Deadline: Open until filled.

QUESTIONS: Please contact Administrative Services at 509-755-6702 or e-mail rstevenson@libertylakewa.gov



JOB DESCRIPTION

JOB TITLE: **STREETS SECTION LEAD**

SECTION: **PUBLIC WORKS**

REPORTS TO: **OPERATIONS MANAGER**

CLASSIFICATION: **FULL-TIME, HOURLY**

GENERAL PURPOSE:

- The Lead is responsible for the employees that perform tasks which are essentially similar to the responsibilities of the incumbent. In this respect, the Lead is a working lead and may perform all the tasks of a maintenance worker when needed. Incumbents make job assignment, ensure the availability of equipment, resolve on-site problems, and work with Department administrators to develop project cost estimates and scheduling. This position performs work independently and makes decisions necessary to plan, organize and complete work assignments.

SUPERVISION RECEIVED:

- Works under the general supervision of the Operation Manager.

SUPERVISION EXERCISED:

- Lead provides leadership to full time maintenance staff, temporary employees and for contracted services.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Schedules and leads crews of maintenance workers in carrying out assigned tasks in construction, maintenance and repair of City streets, sidewalks, signs and marking, Right of Ways, and all applicable apparatuses.
- May perform work that is essentially similar to tasks assigned to maintenance workers.
- Operates back hoes, graders, dump trucks, rollers, water trucks, vacuum/jet truck, compactor, snow plows and all other equipment that is needed to accomplish tasks.
- Assigns work at the crew level and inspects and insures that work is completed according to standards.

- Provides technical advice to maintenance workers.
- Solves maintenance problems through troubleshooting, diagnosing and fact finding.
- Construction inspections as needed.
- Provides purchasing and budget preparation support as needed. Prepares cost estimates for public works projects.
- Performs and oversees snow removal.
- Develops a work plan for street maintenance that prioritizes repairs.
- Performs routine maintenance and servicing of equipment as needed and oversees equipment maintenance tasks performed by subordinates.
- Review and update standards and procedures.
- Maintains “as built” records for mapping purposes.
- Assists Operations Manager in compiling budget requirements for the maintenance, operations and upgrade of the irrigation system.
- Responsible for maintaining records and processing all purchases and coordinating such activities through the Operations Manager.
- Performs other work as assigned by the Operations Manager.
- Assists in bidding and selection of vendors for necessary parts, repairs, new purchases and maintenance needs, and oversees their work if applicable.
- Responds to complaints and service requests regarding streets maintenance and operations.
- Ensures the proper maintenance of equipment and tools by cleaning and checking equipment and tools after use.
- May be required to be on-call and/or called back to work with or without notice to respond to the maintenance or other/special event needs of the City.
- The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

EDUCATION/EXPERIENCE:

Minimum Criteria:

- Education: Graduation from high school education or GED equivalent and four (4) years of relevant experience; or
- Two-year college degree in a related field and two (2) years of relevant experience.
- Knowledge of Uniform Traffic Control Devices and Pavement Surface Condition Rating.
- Experience with safe work practices for confined spaces, trenching, shoring, and hazardous material handling.
- Valid State Motor Vehicle Operator’s License and a driving record free from serious or frequent traffic violations.
- CDL-B with air and tanker endorsements.
- Required to pass a first-aid training class in the first year and keep the first-aid certification current.
- Ability to obtain a traffic flagging card.

QUALIFICATIONS:

- Specialized maintenance processes related to work assigned.
- Construction techniques, practices and materials.
- Journey Level knowledge and experience in streets maintenance, crack sealing, pothole repair, street cleaning, curb and sidewalk installation and repair, knowledge of Manual on Uniform Traffic Control Devices (MUTCD) and Pavement Surface Condition Rating and how it applies to the City.
- Safe maintenance and construction standards and practices.
- Maintaining a working knowledge of all aspects of streets maintenance.
- Interpretations of blue prints.
- Word, Excel, Access, Outlook, and PowerPoint.
- Ability to work safely; ability to communicate effectively verbally and in writing; ability to establish and maintain effective working relationships with employees, other departments and the public; ability to understand and carry out written and oral instructions.
- Ability to read, interpret, and comprehend complex blue prints, construction plans, and utility maps.
- Ability to teach subordinates proper maintenance, operation, and construction techniques.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT:

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- While performing the duties of this job, the employee is regularly required to use hands to finger, handle, feel or operate objects, tools, or controls and reach with hands and arms. The employee is frequently required to stand and talk or hear. The employee is occasionally required to walk; sit; climb or balance; stoop, kneel, crouch, or crawl; and smell.
- Ability to perform heavy manual labor for extended periods, often under unfavorable weather conditions.
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.
- While performing the duties of this job, the employee regularly works in outside weather conditions. The employee frequently works near moving mechanical parts and is frequently exposed to wet, cold and/or humid conditions and vibration.
- The noise level in the work environment is usually loud.
- A key value of the City is customer service. This position requires considerable knowledge, ability and skill in the principles and practices of excellent customer service as practiced in both the private and public sectors. It requires the ability to effectively meet and deal with the public; the ability to handle stressful situations; the ability to greet and respond to customers in a friendly, pleasant and professional manner using appropriate inflection,

grammar and syntax; the ability to establish and maintain effective working relationships with employees, supervisors, and the general public; the ability to maintain a professional, courteous, and pleasant demeanor in difficult and stressful situations; and the ability to diplomatically deal with difficult people. A willingness to expend extra effort to help the public find answers or information relative to their inquiry or complaint is expected.

- The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Approval: _____ Approval: _____
Mayor Supervisor

Employee Signature: _____



AGENDA ITEM NO.: 12Biii

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

SUBJECT:

Jesse Fox & Richard Siler
Full Time Planning Commission
Voting Member Confirmations

FOR THE AGENDA OF: April 18, 2017

DEPT. OF ORIGIN: Planning & Building Services

EXHIBIT:

None

DEPT. HEAD APPROVAL: Katy Allen

EXPENDITURE REQUIRED:	Not Applicable
BUDGETED:	Not Applicable

SUMMARY STATEMENT

Jesse Fox was appointed to the Planning Commission in 2015 as Adjunct Member #1. Richard Siler was appointed to the Planning Commission in 2015 as Adjunct Member #2. Per the adopted Planning Commission Bylaws, Adjunct Members may become full time voting members if a vacancy occurs on the Planning Commission and they are appointed to the position. We recently received the resignation of Planning Commissioner Lynn Diddens (effective April 11, 2017) so her term, which expires December 31, 2017, needs to be backfilled. Additionally, we received the resignation of Planning Commissioner Larry Laux (effective May 11, 2017) so his term, which also expires December 31, 2017, needs to be backfilled. Mayor Peterson has nominated Jesse Fox to backfill Lynn Diddens' position and Richard Siler to backfill Larry Laux's position, pending confirmation by the City Council.

RECOMMENDED ACTION

1. Accept the nominations of Jesse Fox and/or Richard Siler to the Full Time Voting Member positions on the City Planning Commission (terms expires December 31, 2017)
2. Reject the nominations of Jesse Fox and/or Richard Siler to the Full Time Voting Member positions on the City Planning Commission



AGENDA ITEM NO.: 12Biv

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

SUBJECT: Bid Award for Striping Paint

FOR THE AGENDA OF: April 18, 2017

DEPT. HEAD APPROVAL:

DEPT. OF ORIGIN: Public Works

EXHIBIT: Basis of Bid, Contract

<u>EXPENDITURE REQUIRED:</u>	Yes
<u>BUDGETED:</u>	Yes

SUMMARY STATEMENT

Bids were opened on April 7, 2017 for Striping Paint. The paint is for the striping of our public roads within the City. By purchasing from the vendor directly, the City is able to purchase a higher quality paint (Swarco) for a better price than provided by the County. The paint brand is used by Spokane International Airport for their white and yellow striping. The City received one bid for the striping paint. This is for a one time purchase, not a multi-year contract. It is for the 2017 season only.

The low bid is \$9,443.84.

Spokane County will apply the paint purchased by the City. It should also be noted that the County is soliciting for a paint supplier with similar specifications to those used by the City for this season.

RECOMMENDED ACTION

Staff recommends:

1. Award the Bid to Rodda Paint.
2. Authorize Mayor Peterson to enter into the contract.

corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Buyer.

ARTICLE 4 - BASIS OF BID

4.01 Bidder will furnish the Goods and Special Services in accordance with the Contract Documents for the following price(s):

BID ITEM NUMBER	UNIT OF MEASURE	ITEM DESCRIPTION	UNITS	UNIT PRICE	TOTAL
1	GAL	WHITE PAINT	400	12.40	4960.00
2	GAL	YELLOW PAINT	300	12.40	3720.00
SUBTOTAL					8680.00
SALES TAX, 8.7%					763.84
GRAND TOTAL					9443.84

ARTICLE 5 - TIME OF COMPLETION

5.01 Bidder agrees that the furnishing of Goods and Special Services will conform to the schedule set forth in Article 5 of the Agreement.

ARTICLE 6 - ATTACHMENTS TO THIS BID

6.01 The following documents are attached to and made a condition of this Bid:

- A. ~~Required Bid security in the form of~~ not required;
- B. Required bidder qualifications statement with supporting data; and
- C. Not used.

ARTICLE 7 - DEFINED TERMS

7.01 The terms used in this Bid have the meanings indicated in the General Conditions and the Supplementary Conditions. The significance of terms with initial capital letters is described in the General Conditions.

ARTICLE 8 - BID SUBMITTAL

8.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Business address: _____

AGREEMENT

THIS AGREEMENT is between the City of Liberty Lake ("Buyer") and
RODDA PAINT CO. ("Seller").

Buyer and Seller, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - GOODS AND SPECIAL SERVICES

1.01 Seller shall furnish the Goods and Special Services as specified or indicated in the Contract Documents. The Goods and Special Services to be furnished are described in Material Specifications.

ARTICLE 2 - THE PROJECT

1.01 The Project for which the Goods and Special Services to be provided under the Contract Documents may be the whole or only a part is generally described as follows:

furnishing yellow and white striping paint and providing documentation and follow-up support service for paint products provided to the City.

ARTICLE 3 - ENGINEER

3.01 The Contract Documents for the Goods and Special Services have been prepared by the City Engineer who is hereinafter called "Engineer" and who is to assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the furnishing of Goods and Special Services.

ARTICLE 4 - POINT OF DESTINATION

4.01 The place where the Goods are to be delivered is defined in the General Conditions as the Point of Destination and is designated as:

The south side of the shop at Liberty Lake City Hall,

22710 E Country Vista Dr
Liberty Lake, WA 99019

ARTICLE 5 - CONTRACT TIMES

5.01 *Time of the Essence*

A. All time limits for Milestones, if any, the delivery of Goods and the furnishing of Special Services as stated in the Contract Documents are of the essence of the Contract.

5.02 *Date for Submittal of Shop Drawings*

A. All Shop Drawings and Samples required by the Contract Documents will be submitted to Buyer for Engineer's review and approval on or before *three weeks after the effective date of the Agreement*.

5.03 *Date for Delivery of Goods*

A. The Goods are to be delivered to the Point of Destination and ready for Buyer's receipt of delivery on (or within a period of 15 days prior to) May 31, 2017.

5.04 *Days for Furnishing Special Services*

~~A. The furnishing of Special Services to Buyer will commence within _____ days after Buyer's written notice to Seller following Buyer's receipt of delivery of the Goods, and shall be completed within _____ days thereafter. Such notice will be given no later than _____ days after Buyer's receipt of delivery.~~

5.05 Liquidated Damages

A. Buyer and Seller recognize that time is of the essence of this Agreement and that Buyer will suffer financial loss if the Goods are not delivered at the Point of Destination and ready for receipt of delivery by Buyer within the times specified in Paragraph 5.03 above, plus any extensions thereof allowed in accordance with Article 7 of the General Conditions. The parties also recognize that the timely performance of services by others involved in the Project are materially dependent upon Seller's specific compliance with the requirements of Paragraph 5.03. Further, they recognize the delays, expense and difficulties involved in proving the actual loss suffered by Buyer if complete acceptable Goods are not delivered on time. Accordingly, instead of requiring such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer \$300.00 for each day that expires after the time specified in Paragraph 5.03 for delivery of acceptable Goods.

ARTICLE 6 - CONTRACT PRICE

6.01 Buyer shall pay Seller for furnishing the Goods and Special Services in accordance with the Contract Documents in current funds as follows:

A. The prices stated in Seller's Bid, attached hereto as an exhibit.

ARTICLE 7 - PAYMENT PROCEDURES

7.01 Submittal and Processing of Payments.

A. Seller shall submit Applications for Payment in accordance with Article 10 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

7.02 Progress Payments.

A. Buyer shall make progress payments on account of the Contract Price on the basis of Seller's Applications for Payment as follows:

1. Upon receipt of the first Application for Payment submitted in accordance with Paragraph 10.01.A.1 of the General Conditions and accompanied by Engineer's recommendation of payment in accordance with Paragraph 10.02.A of the General Conditions, an amount equal to 100% percent of the Contract Price, less such amounts as Engineer may determine in accordance with Paragraph 10.02.A.3 of the General Conditions.

2. Upon receipt of the second such Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 10.01.A.2 of the General Conditions, an amount sufficient to increase total payments to Seller to 100% percent of the Contract Price, less such amounts as Engineer may determine in accordance with Paragraph 10.02.A.3 of the General Conditions.

7.03 Final Payment

A. Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 10.06 of the General Conditions, Buyer shall pay the remainder of the Contract Price as recommended by Engineer.

ARTICLE 8 - INTEREST

8.01 All monies not paid when due as provided in Article 10 of the General Conditions shall bear interest at the rate of 12 percent per annum.

ARTICLE 9 - SELLER'S REPRESENTATIONS

9.01 In order to induce Buyer to enter into this Agreement, Seller makes the following representations:

- A. Seller has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. If specified or if, in Seller's judgment, any local condition may affect cost, progress or the furnishing of the Goods and Special Services, Seller has visited the Point of Destination and become familiar with and is satisfied as to the local conditions that may affect cost, progress or the furnishing of the Goods and Special Services.
- C. Seller is familiar with and is satisfied as to all local federal, state and local Laws and Regulations that may affect cost, progress and the furnishing of the Goods and Special Services.
- D. Seller has carefully studied and correlated the information known to Seller, and information and observations obtained from Seller's visits, if any, to the Point of Destination, with the Contract Documents.
- E. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Seller.
- F. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.

ARTICLE 10 - CONTRACT DOCUMENTS

10.01 *Contents*

- A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 11, inclusive);

2. ~~Performance Bond (pages ___ to ___, inclusive);~~

- ### 3. ~~Other bonds~~

a. _____ (pages ____ to ____, inclusive);

b. _____ (pages ____ to ____, inclusive);

c. _____ (pages ____ to ____, inclusive);

4. General Conditions (pages 1 to 18, inclusive);

5. Supplementary Conditions (pages 1 to 2, inclusive);

6. ~~Specific actions to be taken in each of the contents of the Project Management Plan~~

- 6b. Material Specifications at the end of the Bid Documents.**

7. Drawings, consisting of a cover sheet and three sheets of paper, showing the layout of the building, the location of the building, and the location of the building.

8. Addenda (Numbers ____ to ____, inclusive);

9. Exhibits to this Agreement (enumerated as follows):

- a. Seller's Bid (pages ____ to ____, inclusive);

- ### b. Material Specifications

10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed (pages ___ to ___, inclusive);
- b. Written Amendment(s);
- c. Change Order(s);
- d. Field Order(s);
- e. Engineer's Written Interpretation(s).

B. The documents listed in paragraph 10.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 10.

D. The Contract Documents may only be amended, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 11 - MISCELLANEOUS

11.01 *Defined Terms*

A. Terms used in this Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions.

B. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound. Specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.03 *Successors and Assigns*

A. Buyer and Seller each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

11.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Buyer and Seller. The Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Buyer and Seller have signed this Agreement in duplicate. One counterpart each has been delivered to Buyer and Seller. All portions of the Contract Documents have been signed or identified by Buyer and Seller or on their behalf.

This Agreement will be effective on [insert date].

Buyer: City of Liberty Lake

By: Mayor
[Corporate Seal]

Attest: CMC, City Clerk

Address for giving notice:

22710 E. Country Vista Drive
Liberty Lake, WA 99019

(If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Buyer-Seller Agreement.)

Designated Representative:

Name: Steve Peterson

Title: Mayor, City of Liberty Lake

Address: 22710 E. Country Vista Drive

Phone: (509) 755-6700

Facsimile: (509) 755-6713

Seller: RODDA PAINT CO.

By: [Signature] AS VP-FINANCE
[Corporate Seal]

Attest: [Signature] AS DISTRICT MANAGER

Address for giving notice:

6818 E SPRAGUE AVE
SPOKANE WA 99212

Agent for service of process:

(If Seller is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Name: BRIAN WHITCOMB

Title: SALES REP

Address: 6818 E SPRAGUE AVE. SPOKANE
99212

Phone: 509-868-3552

Facsimile: _____



AGENDA ITEM NO.: 12Bv

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

SUBJECT: Award for On Call Engineering Services
Agreement to Parametrix

FOR THE AGENDA OF: April 18, 2017

DEPT. HEAD APPROVAL:

DEPT. OF ORIGIN: Public Works

EXHIBIT: Agreement

<u>EXPENDITURE REQUIRED:</u>	Yes
<u>BUDGETED:</u>	Yes

SUMMARY STATEMENT

The City solicited for an on call engineer and received three responsive submittals. All three submittals were excellent, but one company, Parametrix, is particularly well suited for our needs. The other two submittals were from Welch Comer and CH2M.

The on call engineer supplements our in house abilities and provides specialty expertise when needed. Parametrix recently acquired Taylor Engineering, a long-standing member of the local engineering community. Taylor has extensive knowledge and experience of and in Liberty Lake and the Spokane region. Parametrix has broad knowledge and experience regarding all manner of engineering and transportation projects. They are based in Washington State.

Immediately after executing the agreement City staff will begin pursuing eight separate task orders to assist the City in delivering the following projects:

- a. Update engineering standard drawings
- b. Boundary/topo survey for Uplands property
- c. Restriping plan for Appleway
- d. Pedestrian crossing on CV at Home Depot
- e. Trailhead mainline replacement
- f. Application for bridge surfacing replacement (Partial funding for Harvard Bridge Revision)
- g. Re-design of low spot to address water over road on CV
- h. Application for TIB funding for road repair, patching

RECOMMENDED ACTION

Staff recommends:

1. Awarding the on call engineering Agreement to Parametrix and authorizing the Mayor to execute the Agreement.

PROFESSIONAL SERVICES AGREEMENT Summary of Terms

A. CLIENT NAME: City of Liberty Lake
Address: 22710 E County Vista Drive, Liberty Lake, WA 99019

B. PROJECT NAME: City of Liberty Lake On-Call Engineering and Survey

C. PARAMETRIX:
Office Address: 106 W Mission Avenue, Spokane, WA 99201
Project Number: TBD

D. EXECUTION DATE: See date of latest signature by Parties on page 6
(date of latest signature by parties)

E. TERM: Execution Date to December 31, 2020.
(time for completion; see Exhibit B for work schedule)

F. COMPENSATION (check one): [See Section 2.1 of the Terms and Conditions for Description; See Exhibit C for Compensation Schedule.]

<input type="checkbox"/> Lump Sum	Lump Sum Amount: \$ _____
<input checked="" type="checkbox"/> Negotiated Billing Rates	Total Compensation Amount: \$ to be determined
<input type="checkbox"/> Salary Multiplier _____	Total Compensation Amount: \$ _____
<input type="checkbox"/> Other: _____	Total Compensation Amount: \$ _____

G. NOTICES:

If to Client:

Address: 22710 E County Vista Drive
Liberty Lake, WA 99019

Attention: Andrew Staples
(name of designated client representative)

Phone: 509-755-6730

Fax: _____

E-mail: astaples@libertylakewa.gov

If to Parametrix:

Address: 106 W Mission Avenue
Spokane, WA 99201

Attention: Mark Aronson
(name of Parametrix signator)

Phone: 509-328-3371

Fax: _____

E-mail: maronson@parametrix.com

PROFESSIONAL SERVICES AGREEMENT

Terms and Conditions

This Professional Services Agreement (this "**Agreement**") is entered into by and between Parametrix, Inc. ("**Parametrix**") and the City of Liberty Lake ("**Client**") as of the Execution Date referred to in the Summary of Terms (page 1 of this Agreement). (Parametrix and Client are each referred to herein as a "**Party**" and collectively as the "**Parties**.") The Summary of Terms shall be incorporated with this Agreement by reference.

1. Authorization to Proceed

Unless otherwise provided in this Agreement, execution of this Agreement by Client will be authorization for Parametrix to proceed with the services outlined in the Scope of Work attached as Exhibit A (the "**Services**").

2. Compensation

2.1 Parametrix's compensation under this Agreement shall be as set forth in the Summary of Terms and may be based on any one of the following:

- (a) Lump Sum. Under this compensation structure, Parametrix charges Client a fixed lump sum amount for the Services to be performed for the Project; Parametrix shall be responsible for all wages or salaries of its employees and costs of subconsultants. The lump sum amount shall include all Direct Labor costs and Expenses, Indirect costs (overhead), and Profit.
- (b) Negotiated Billing Rates. Under this compensation structure, Parametrix charges Client on the basis of negotiated (hourly, daily, etc.) rates for work performed on Client's Project by Parametrix employees of the indicated classifications. These rates are subject to annual calendar year adjustments and include all allowances for salary, overhead, and profit. Total Compensation is the maximum amount payable for the defined services, including indirect costs as identified under paragraph 2.2.
- (c) Salary Multiplier. Under this compensation structure, Parametrix charges Client rates equal to the direct wages or salaries Parametrix pays to its employees for work performed directly on the Project, multiplied by a negotiated multiplier as shown in Section F of the Summary of Terms to cover payroll-related taxes, payments, premiums, benefits, and other indirect costs, plus overhead and profit. Total Compensation is the maximum amount payable for the defined services, including indirect costs as identified under paragraph 2.2.

2.2 In addition to any of the fee structures set forth above in 2.1(b) and (c), Parametrix may charge Client for Direct Expenses. Direct Expenses include those costs incurred on or directly for the Project, including, but not limited to, necessary transportation costs, including current rates for Parametrix vehicles; meals and lodging; laboratory tests and analyses; computer services; word processing services; telephone; printing, binding, and reproduction charges; all costs associated with outside consultants, and other outside services and facilities; and other similar costs. Reimbursement for Direct Expenses will be on the basis of actual charges when furnished by commercial sources and on the basis of current rates

when furnished by Parametrix. In either case, a service processing charge of 15 percent will be added to Direct Expenses.

3. Payment to Parametrix

Parametrix will issue monthly invoices for the compensation due as a result of services provided under this Agreement to that time, less services previously billed. Invoices are due and payable on receipt. In the event that any portion of an invoice is disputed, payment will be made for the non-disputed amounts. Parametrix will charge interest at the rate of 1 percent per month, or the maximum permitted by law if less, on all past-due amounts starting 30 days after date of invoice. Parametrix will credit payments first to interest and then to principal.

4. Standard of Care

Parametrix shall perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Parametrix makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Services.

Client shall not be responsible for discovering deficiencies in the technical accuracy of Parametrix's services. Parametrix shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Client-furnished information.

5. Term and Termination

5.1 Term. The term of the Agreement shall be as set forth in the Summary of Terms. If a term is not specified in the Summary of Terms, Parametrix's obligation to render the Services under this Agreement will be for a period that may reasonably be required for the completion of the Services.

5.2 Termination For Cause. This Agreement may be terminated by (a) either Party if 1) the other Party fails to perform substantially in accordance with this Agreement through no fault of the other Party and does not commence correction of such failure within ten (10) days after written notice thereof and diligently completes the correction promptly thereafter, or 2) the performance of the Services pursuant to this Agreement are delayed or suspended for more than ninety (90) days for reasons beyond Parametrix's control; (b) Parametrix, upon seven (7) days' written notice if Parametrix believes that Client is requesting it to furnish or perform services contrary to Parametrix's responsibilities as a licensed professional.

5.3 For Convenience. Either Party may terminate this Agreement for any reason, or for no reason, upon

thirty (30) days' written notice to the non-terminating Party.

- 5.4 Payment Upon Termination. On termination, Client shall pay Parametrix for all authorized work performed up to the termination date.

6. Cost Opinions

Any cost opinions or economic evaluations provided by Parametrix will be on a basis of experience and judgment, but, since Parametrix has no control over market conditions, including cost of labor, materials, equipment, or services furnished by others, or bidding procedures, Parametrix does not warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions. Client waives any claim for the accuracy or inaccuracy of such opinions.

7. Limitation of Remedies

Except as otherwise provided in Section 9 of this Agreement and except with respect to breaches by Client of its covenants in Section 1 of this Agreement, but notwithstanding any other provisions of this Agreement, each Party's cumulative liability to the other Party, whether in tort or in contract, for all claims, losses, damages, and expenses resulting in any way from the performance of this Agreement will not exceed the compensation received by Parametrix under this Agreement or \$50,000, whichever is greater. As used in this paragraph, when referring to Parametrix as a liable Party, Parametrix includes Parametrix and its Directors, Officers, Employees or Agents.

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Parametrix, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty.

8. Indemnification

- 8.1 By Parametrix. Subject to Section 7, Parametrix shall indemnify, defend and hold harmless Client, Client's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to, all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by breaches of this Agreement by Parametrix or its officers, directors, employees, and consultants.
- 8.2 By Client. Subject to Section 7, Client shall indemnify, defend and hold harmless Parametrix, Parametrix's officers, directors, partners, employees, and any individuals or entities that have a contract with Parametrix to furnish services with respect to the Project from and against any and all costs, losses, and damages (including, but not limited to, all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by breaches of

this Agreement by Client or its officers, directors, employees, and consultants.

9. Hazardous Substances

- 9.1 Client has disclosed to Parametrix all data available to Client concerning the known or suspected presence of chemicals and/or chemical categories, as defined by the most current listing, 40 CFR 372 Subpart D – Specific Toxic Chemical Listings, at the Project site, including radioactive materials (a "Hazardous Substance") in connection with the Services or has represented to Parametrix that, to the best of Client's knowledge after due inquiry, Hazardous Substances do not exist at or near the Project site.
- 9.2 Notwithstanding any other provision contained in this Agreement and to the maximum extent permitted by law, Client shall indemnify and defend Parametrix and its officers, employees, subconsultants, and agents from all claims, damages, losses, and expenses, including, but not limited to, direct, indirect, or consequential damages and attorneys' fees arising out of or relating to the presence, discharge, release, or escape of Hazardous Substances on or from the Project site.

10. Insurance

Parametrix shall maintain Commercial General Liability and Property policy with \$1,000,000 per occurrence and \$2,000,000 aggregate that shall protect Parametrix and Client from claims arising from its negligent acts or omissions in the performance of the Services under this Agreement. Parametrix shall provide Client with a Certificate of Insurance naming Client, its officers, Directors, and employees as Additional Insureds.

11. Confidentiality

- 11.1 Definition of Confidential Information. "**Confidential Information**" means all nonpublic information, in whatever form (including without limitation orally disclosed information), that either Party to this Agreement (each a "**Disclosing Party**") designates as confidential at the time of disclosure to the Party that receives such information (each a "**Receiving Party**") or that, based on the nature of the information or circumstances surrounding its disclosure by or on behalf of Disclosing Party, Receiving Party should in good faith treat as confidential. Confidential Information includes without limitation, practices, procedures, specifications, drawings, sketches, models, samples, data, plans, computer programs, records, documentation, or other technical or business information. Except as otherwise indicated, the term "**Receiving Party**" also includes all affiliates of the Receiving Party. If information is disclosed in intangible form without being designated as confidential, Disclosing Party may still designate it as confidential by providing Receiving Party with written notice stating that designation and providing Receiving Party with a written summary of the confidential information, within twenty (20) days of initial disclosure.
- 11.2 Exclusion. Confidential Information does not include information that Receiving Party can document: (a) was generally known to the public at the time it was disclosed by Disclosing Party; (b) became generally known to the public other than through a breach of this Agreement by Receiving Party after the time of disclosure to Receiving Party by Disclosing Party; (c)

was independently developed by Receiving Party without reference to or use of Confidential Information; or (d) information or documents subject to disclosure under Washington state public disclosure law.

- 11.3 Receiving Party Obligations. Receiving Party will not use or disclose any Confidential Information except in furtherance of the parties' mutually agreed business relationship. Receiving Party will not disclose, give access to, or distribute any Confidential Information to any third party, except upon Disclosing Party's prior, written authorization. Receiving Party will take reasonable security precautions to keep Confidential Information confidential, which precautions shall be at least as protective as the precautions Receiving Party takes to preserve its own Confidential Information of a similar nature.

12. Ownership

- 12.1 Work Deliverables. "**Work Deliverables**" shall mean the final plans, designs, reports, and/or other documents prepared by Parametrix for delivery or presentation to Client as called for in Exhibit A (the Scope of Work). All Work Deliverables produced by Parametrix for or at the direction of Client hereunder shall be the property of Client and, to the extent subject to copyright protection, shall be deemed "work for hire" as such term is defined under U.S. copyright law; provided, however that (a) Parametrix may retain copies of all such Work Deliverables in accordance with Section 14 of this Agreement, and (b) Client irrevocably grants Parametrix a world-wide, perpetual, non-exclusive license to use, reproduce, create derivative works from, and distribute or have distributed to or by third parties, the Work Deliverables.

Client may make and retain copies of Work Deliverables for information and reference in connection with use on the Project by Client. Parametrix grants Client a license to use the Documents on the Project, extensions of the Project, and other projects of Client, subject to the following limitations: (1) Client acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Parametrix, or for use or reuse by Client or others on extensions of the Project or on any other project without written verification or adaptation by Parametrix; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Parametrix, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Parametrix or to Parametrix's Consultants; (3) Client shall indemnify, defend and hold harmless Parametrix and Parametrix's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Parametrix; (4) such limited license to Client shall not create any rights in third parties.

- 12.2 Project Documents. "**Project Documents**" shall mean all studies, reports, evaluations, designs, drawings, procedures, field data, notes, specifications, plans, and all other documentation, including all documents on electronic media that are produced or acquired by Parametrix for or at the direction of Client pursuant to this Agreement, other than Work Deliverables.

Client may make and retain copies of Project Documents for information and reference in connection with use on the Project by Client. Parametrix grants Client a license to use the Project Documents on the Project, extensions of the Project, and other projects of Client, subject to the following limitations: (1) Client acknowledges that such Project Documents are not intended or represented to be suitable for use on the Project unless completed by Parametrix, or for use or reuse by Client or others on extensions of the Project or on any other project without written verification or adaptation by Parametrix; (2) any such use or reuse, or any modification of the Project Documents, without written verification, completion, or adaptation by Parametrix, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Parametrix or to Parametrix's Consultants; (3) Client shall indemnify, defend and hold harmless Parametrix and Parametrix's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Parametrix; (4) such limited license to Client shall not create any rights in third parties.

13. Electronic Files and Data

Subject to the provisions of Section 11, Parametrix will provide certain information, including drawings and other electronic format data files, to Client for Client's use and reference. However, Parametrix is neither accountable nor responsible for the validity of data contained on electronic files once surrendered to Client. Parametrix does not warrant the accuracy of the content as contained in the electronic file(s) against computer viruses, unauthorized revisions to the files, or any other alterations or data destruction to the file(s). Parametrix shall not have any liability for Client use of any electronic form file(s) or its content, including without limitation, any transmittal of bugs, viruses, or other destructive or harmful programs, scripts, applets, or files to the computers or networks of Client. Parametrix's preparation of a transfer copy of electronic data will be made or completed through reproduction from the file retained and archived at the offices of Parametrix. Client acknowledges that the content of the transfer copy may not be an exact and virus-free copy of the master file. Client acknowledges and agrees that Client shall be solely responsible for inspection and testing of the electronic file(s) provided by Parametrix to verify the content is free from bugs, viruses, or other destructive or harmful programs, scripts, applets, or files, before accessing or using. The original files containing the information and data maintained at Parametrix shall be considered Confidential Information under the terms of Section 11.

14. Document Retention

- 14.1 Work Deliverables. Work Deliverables will be delivered to Client at Client's request. Notwithstanding the foregoing, Client acknowledges and agrees that unless Client specifically requests that such documents be delivered, all Work Deliverables left in Parametrix's possession after seven (7) years following the completion of the Project, regardless of whether this Agreement may still be in effect, may be retained or destroyed by Parametrix in its sole discretion.

14.2 Project Documents. All Project Documents may be retained or destroyed by Parametrix in its sole discretion.

15. Compliance with Laws

Parametrix will: (a) comply with federal, state and local laws, ordinances, regulations, and orders as in effect as of the Execution Date with respect to its performance of the Services pursuant to this Agreement, (b) file all required reports and pay all filing fees and federal, state, and local taxes applicable to Parametrix's business as the same shall become due, and (c) pay all amounts required under local, state, and federal workers' compensation acts, disability benefit acts, unemployment insurance acts, and other employee benefit acts when due.

16. Notice of Lien

16.1 If Client is the Owner. If Client is the owner of the property on which the Services are to be performed, by signing this Agreement, Client is on notice and acknowledges Parametrix's right to claim a lien against the improvement called for by this Agreement for the cost of the Services if Client fails to pay all sums owed to Parametrix under this Agreement.

16.2 If Client is not the Owner. If Client is not the owner of the property on which the Services are to be performed, Client shall put the owner on notice of Parametrix's right to claim a lien against the improvement called for by this Agreement for the cost of the Services.

17. Independent Contractor

Parametrix shall be deemed to be an independent contractor in the performance of this Agreement and shall not be considered or permitted to be an agent, servant, joint venturer, or partner of Client, its parent or affiliates, if any. All persons furnished, used, retained, or hired by or on behalf of Parametrix shall be considered to be solely the employees, personnel, or contractors of Parametrix, and Parametrix at all times shall maintain such supervision and control over its employees, personnel, and contractors as is necessary to preserve its independent contractor status. Parametrix shall be responsible for payment of any and all unemployment, social security, withholding, and other payroll taxes for its employees, as applicable, including any related assessments or contributions required by law.

18. Dispute Resolution

All disputes arising between the Parties relating to the making or performance of the Services shall be resolved in the following order of preference:

- (A) By good faith negotiation between representatives of Parametrix and Client who have authority to resolve the dispute fully and finally. The existence and substance of any negotiations pursuant to this Section shall be considered Confidential Information under this Agreement, shall be treated as compromise and settlement negotiations for purposes of Federal Rule of Evidence 408 and any comparable provision and shall not be used by any Party in any court, agency, or tribunal in any country for any reason.
- (B) In the event that the negotiations provided by Section 18(A) fail to resolve the dispute, the Parties shall endeavor to resolve the dispute

by non-binding mediation under the Commercial Mediation rules of the American Arbitration Association ("AAA") using a neutral mediator mutually acceptable to the Parties and with the costs therefore shared equally. All proceedings pursuant to this Section 18(B) shall be considered Confidential Information under this Agreement, shall be treated as compromise and settlement negotiations for purposes of Federal Rule of Evidence 408 and any comparable provision, and shall not be used by any Party in any court, agency, or tribunal in any country for any reason.

(C) In the event that the mediation provided by Section 18(B) fails to resolve the dispute, the dispute shall be resolved pursuant to Section 19.1.

(D) Notwithstanding anything to the contrary contained in this Section, the Parties reserve the right to seek equitable remedies with respect to the enforcement of any provision of this Agreement.

19. General Provisions

19.1 Governing Law; Venue; Attorneys' Fees. This Agreement will be governed by the laws of the state of Washington, excluding conflict of laws provisions. Exclusive jurisdiction and venue will lie with the state and federal courts sitting in Spokane County, Washington, and each of the parties hereby irrevocably consents to such jurisdiction. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the primarily prevailing Party will be entitled to recover its costs, including reasonable attorneys' fees.

19.2 Notices. Any notice required under this Agreement shall be in writing, addressed to the appropriate Party at its address on the Summary of Terms, and given personally, or by registered or certified mail, postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt. The addresses, phone numbers, facsimile numbers, and email addresses for the Parties provided in the Summary of Terms may be changed by means of a written notice given to the other Party.

19.3 Assignment. Neither Party may assign this Agreement or any of its rights and obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except that either Party may assign this Agreement to an Affiliate without the other Party's prior written consent. If such an attempted assignment occurs, the nonassigning Party will have the right to terminate this Agreement upon written notice to the assigning Party. This Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assignees to the extent permitted by this Section. "Affiliate" means, with respect to any legally recognizable entity, any other such entity directly or indirectly controlling, controlled by, or under common control with such entity.

19.4 Third Party Beneficiaries. This Agreement gives no rights or benefits to anyone other than Client and Parametrix and has no third party beneficiaries.

19.5 Survival. All express representations, covenants, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination (for any reason) for a period of three (3)

years, provided, however, that the confidentiality provisions of Section 11 shall survive indefinitely.

- 19.6 Non-Waiver. No waiver of any provision of this Agreement will be effective unless it is in writing signed by an authorized executive of the waiving Party and labeled as a "**Waiver**," and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion. Non-enforcement of any provision of this Agreement by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- 19.7 Severability. If a court of competent jurisdiction holds any term, covenant, or restriction of this Agreement to be illegal, invalid, or unenforceable, in whole or in part, the remaining terms, covenants, and provisions will remain in full force and effect and will in no way be affected, impaired, or invalidated. If any provision in this Agreement is determined to be unenforceable in equity, then the court making that determination will have the power to reduce or limit such provision, and such provision will be then enforceable in equity in its reduced or limited form.
- 19.8 Headings. The headings used in this Agreement are inserted for convenience only and shall not be used in the interpretation or construction of the terms hereof.

- 19.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

- 19.10 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications with respect to that subject matter.

20. Exhibits and Schedules

The following exhibits and schedules are hereby made a part of this Agreement:

Exhibit A – Scope of Work

Exhibit B – Schedule for Work Completion

Exhibit C – Schedule of Compensation

Signature Page – Professional Services Agreement

The Parties have caused this Agreement to be executed by their duly authorized representatives as of the Execution Date referred to in the Summary of Terms.

CLIENT

By: _____

Name: Steve Peterson
(Please Print)

Title: Mayor

Date: _____

PARAMETRIX, INC.

By: _____

Name: Ron Pace
(Please Print)

Title: Principal

Date: _____

Exhibit A – Scope of Work

Professional service tasks will be performed as directed by the City of Liberty Lake.

Exhibit B – Schedule for Work Completion

Schedules shall be determined on a task basis as agreed upon between the City of Liberty Lake and Parametrix.

Exhibit C – Schedule of Compensation

See attached 2017 Fee Schedule.

A cost plus fixed fee contract for specific projects may be used if funding requirements specify this method of compensation.

EXHIBIT C

PARAMETRIX (Spokane, Pullman, and Cda Offices) 2017 MINIMUM FEE SCHEDULE (Updated January 2017)
--

	<u>Hourly Rate</u>
Principal/Senior Advisor	\$200.00
Roger Flint	
Principal/Project Manager	\$160.00
Mark Aronson, P.E.	
Ron Pace, P.E.	
Project Manager – Transportation	\$160.00
Patrick Forza	
Senior Project Engineer	\$130.00
Scott Busch, P.E.	
Mike Morse, P.E.	
DeAnn Arnholtz	
KJ Hanley, P.E.	
Mike Leaming, P.E.	
Alex Sylvain	
Design Manager	\$130.00
Tom Stirling	
Landscape Architect	\$130.00
Frank R. Ide, ASLA	
Sr. Land Planner	\$130.00
Frank R. Ide, ASLA	
Survey Manager.....	\$120.00
David Seese, PLS	
Project Engineer III	\$120.00
Angela Taylor, P.E.	
Project Surveyor	\$110.00
Darrel Carsten, PLS	
Project Engineer II	\$100.00
Ryan Zimmerman, PE	
Environmental Scientist	\$100.00
Kevin Ames	
Project Engineer I	\$ 95.00
Tom Jordan, EIT	
Ross Anderson	
Senior Designer/Construction Engineer	\$ 90.00
Randy Budano	
Gavin Fuhlendorf	
Survey Senior Technician	\$ 80.00
Andrea Nice	
Senior Engineering Technician	\$ 80.00
Beth DeBoer	
Dylan Jones	
Landscape Designer.....	\$ 80.00
Don Renish	
Field Surveyor	\$ 80.00
Karl Stirling	
Dale Stenson	
Jason Von Lindern	
Steve Parker	
Gawain Salassi	
Chris Wise	
Inspector	\$ 80.00
Jim Taccogna	
Steve Parker	
Administrative Assistant	\$ 50.00
Debbie Froewiss	
Kay Bauer	
Survey Equipment	\$20/hr
ATV 4-Wheeler.....	\$75/day
Expert Witness	\$200/hr

*Expenses are considered extra.

RESOLUTION



AGENDA ITEM NO.: 14

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

SUBJECT:

Rocky Hill North 3rd Addition Final Plat

FOR THE AGENDA OF: April 18, 2017

DEPT. OF ORIGIN: Planning & Building Services

EXHIBIT:

Resolution 17-226

Rocky Hill North 3rd Addition Final Plat Map

DEPT. HEAD APPROVAL: Katy Allen

EXPENDITURE REQUIRED:	Not Applicable
BUDGETED:	Not Applicable

SUMMARY STATEMENT

The Preliminary Plat of Rocky Hill North consisting of 327 parcels plus open space tracts on approximately 67.79 acres was approved by the City Council on July 8, 2011.

On June 19, 2012, the City Council approved Resolution 12-159 for the Rocky Hill North Addition Final Plat.

On October 29, 2013, the City Council approved Resolution 13-176 for the Rocky Hill North 1st Addition Final Plat.

On June 21, 2016, the City Council approved Resolution 16-212 for the Rocky Hill North 2nd Addition Final Plat.

Rocky Hill North 3rd Addition has now been received and reviewed, and is ready for final plat approval. The Rocky Hill North 3rd Addition Final Plat, File P-11-0001C, is 6.64 acres in size and contains 34 lots with public streets. All applicable conditions from the preliminary plat approval will be met or a performance guarantee has been obtained and Rocky Hill North 3rd Addition Final Plat is in conformance with all applicable land use controls.

RECOMMENDED ACTION

1. Read the Resolution
2. Accept the Resolution

**RESOLUTION NO. 17-226
CITY OF LIBERTY LAKE
SPOKANE COUNTY, WASHINGTON**

**A RESOLUTION OF THE CITY OF LIBERTY LAKE, WASHINGTON REGARDING
FINALIZATION OF THE ROCKY HILL NORTH 3RD ADDITION PLAT, LOCATED
IN THE NW QUARTER OF THE SE QUARTER OF SECTION 11, TOWNSHIP 25N,
RANGE 45 E.W.M., LIBERTY LAKE, WASHINGTON, FILE P-11-0001C.**

WHEREAS, RCW 58.17 establishes the process by which land is divided and regulates the subdivision of land;

WHEREAS, The City of Liberty Lake adopted a Comprehensive Plan (September 2003, updated October 6, 2015) and a Development Code (December 2005);

WHEREAS, The Preliminary Plat of Rocky Hill North consisting of 327 parcels plus open space tracts on approximately 67.79 acres was approved by the City Council on July 8, 2011;

WHEREAS, The Rocky Hill North 3rd Addition Final Plat, File P-11-0001C, is 6.64 acres in size and contains 34 lots with public streets;

WHEREAS, All applicable conditions from the preliminary plat approval have been met or a performance guarantee has been obtained;

WHEREAS, The Rocky Hill North 3rd Addition Final Plat is in conformance with all applicable land use controls;

WHEREAS, Appropriate signatures and letters of acceptance have been or will be obtained prior to recording the final plat; and

WHEREAS, Property taxes and all required fees will be paid prior to recording of the final plat.

THEREFORE, THE CITY COUNCIL OF THE CITY OF LIBERTY LAKE,
WASHINGTON, DOES RESOLVE AS FOLLOWS:

The Final Plat of Rocky Hill North 3rd Addition, Located in the Northwest Quarter of the Southeast Quarter of Section 11, Township 25N, Range 45 E.W.M., Liberty Lake, Washington, more precisely described in the dedication, having met all conditions and requirements, is hereby approved.

Passed by the City Council this 18th day of April 2017.

Steve Peterson, Mayor
City of Liberty Lake

ATTEST:

City Clerk, Ann Swenson

APPROVED AS TO FORM:

City Attorney, Sean Boutz

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT ROCKY HILL LLC., A WASHINGTON LIMITED LIABILITY COMPANY AND WASHINGTON TRUST BANK HAVE CAUSED TO BE PLATTED INTO LOTS, BLOCKS AND ROADS THE LAND SHOWN HEREON TO BE KNOWN AS ROCKY HILL NORTH 3RD ADDITION, BEING A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 25 NORTH, RANGE 45 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF TRACT F OF THE FINAL PLAT OF ROCKY HILL 2ND ADDITION PUD, RECORDED IN BOOK 34 OF PLATS, PAGES 29 THRU 31; THENCE N31°20'57"W ALONG THE EAST LINE OF SAID TRACT F A DISTANCE OF 10.02 FEET TO THE POINT OF BEGINNING; THENCE ALONG SAID EAST LINE THE FOLLOWING (5) FIVE COURSES;

- 1) N31°20'57"W A DISTANCE OF 11.06 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 290.50 FEET;
- 2) THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°32'07" AN ARC DISTANCE OF 38.21 FEET;
- 3) N23°48'51"W A DISTANCE OF 218.23 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 1009.50 FEET;
- 4) THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°22'50" AN ARC DISTANCE OF 77.18 FEET;
- 5) N28°14'14"W A DISTANCE OF 261.37 FEET; THENCE N68°33'25"E A DISTANCE OF 45.45 FEET; THENCE N89°38'48"E A DISTANCE OF 85.43 FEET; THENCE S89°05'08"E A DISTANCE OF 144.73 FEET; THENCE N57°40'16"E A DISTANCE OF 123.80 FEET; THENCE N82°35'54"E A DISTANCE OF 108.00 FEET; THENCE N81°14'36"E A DISTANCE OF 54.69 FEET; THENCE N80°26'35"E A DISTANCE OF 67.15 FEET; THENCE S25°13'25"E A DISTANCE OF 395.06 FEET TO THE INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF RESTON AVENUE, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 5029.00 FEET AND A CHORD BEARING AND DISTANCE OF S65°44'14"W, 588.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°42'11" AN ARC DISTANCE OF 588.33 FEET TO THE POINT OF BEGINNING. CONTAINING 6.64 ACRES MORE OR LESS

AND THEY DO HEREBY DEDICATE TO PUBLIC USE FOREVER THE PUBLIC STREETS AND ROADS, AS SHOWN ON THIS PLAT.

UTILITY EASEMENTS, AS SHOWN ON THE HEREIN DESCRIBED PLAT, ARE HEREBY DEDICATED FOR THE USE OF THE SERVING UTILITY COMPANIES FOR THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, PROTECTION, INSPECTION AND OPERATION OF THEIR RESPECTIVE FACILITIES: FIBER OPTICS, CABLE, PHONE, NATURAL GAS, AND ELECTRIC. THE RIGHTS GRANTED HEREIN SHALL PROHIBIT: ENCROACHMENT OF DRAINAGE SWALES OR "208 STRUCTURES" WHEN THEY INTERFERE WITH UTILIZATION OF THESE EASEMENT STRIPS BY THE SERVING UTILITIES; CHANGES IN GRADE THAT ALTER COVERAGE OVER INSTALLED FACILITIES; INSTALLATION OF WATER METER BOXES AND/OR PLACEMENT OF SURFACE STRUCTURES THAT INTERFERE WITH THE RIGHTS GRANTED HEREIN; THE INSTALLATION OF STREET LIGHT POLES IS ALSO PROHIBITED UNLESS INSTALLED BY THE SERVING UTILITY COMPANY. UTILITY COMPANIES ALSO HAVE THE RIGHT TO TRIM AND/OR REMOVE TREES, BUSHES, LANDSCAPING AND TO PROHIBIT STRUCTURES THAT MAY INTERFERE WITH THE CONSTRUCTION, RECONSTRUCTION, RELIABILITY, MAINTENANCE, AND SAFE OPERATION OF SAME. THIS PROVISION SHALL NOT PROHIBIT FENCES OR ANY LATERAL CROSSINGS OF THE EASEMENT STRIPS WITH DOMESTIC WATER OR SEWER LINES.

THE OWNERS OF ALL LOTS WITHIN THIS SUBDIVISION SHALL BE MEMBERS OF MEADOWWOOD HOMEOWNER'S ASSOCIATION, AN OWNERS ASSOCIATION CREATED BY DOCUMENT RECORDED DECEMBER 20, 2004 BY THE SECRETARY OF THE STATE OF WASHINGTON UNDER U.B.I. NUMBER 602455800 AND SUBJECT TO THE ARTICLES OF INCORPORATION AND BYLAWS THEREOF. ALSO SUBJECT TO THE DECLARATION OF PROTECTIVE COVENANTS FOR MEADOW HOMEOWNERS ASSOCIATION AS RECORDED UNDER AUDITORS DOCUMENT NO.5161646.

MEADOWWOOD HOMEOWNER'S ASSOCIATION WILL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPED STRIPS, OPEN SPACE TRACTS, COMMON AREA, ALLEYS/ DRIVEWAYS, PRIVATE STREETS AND STREET LIGHTING, AS APPLICABLE.

THE OWNERS HEREBY GRANT TO THE MEADOWWOOD HOMEOWNER'S ASSOCIATION, CITY OF LIBERTY LAKE, LIBERTY LAKE SEWER AND WATER DISTRICT AND THE SERVING UTILITY COMPANIES A DRAINAGE AND UTILITY EASEMENT OVER TRACT A (COMMON AREA) AS SHOWN HEREON.

ANY PRIVATE STREETS AND COMMON AREAS SHALL BE CONSIDERED SUBSERVIENT ESTATES FOR TAX PURPOSES TO THE OTHER LOTS CREATED HEREIN.

THE DRAINAGE SYSTEM WILL NEITHER BE MAINTAINED NOR OPERATED BY THE CITY. PRIOR TO PLAN ACCEPTANCE BY THE CITY, THE SPONSOR SHALL PROVIDE A MECHANISM, ACCEPTABLE TO THE CITY, FOR THE PERPETUAL MAINTENANCE OF THE STORMWATER DRAINAGE SYSTEM. HOMEOWNERS ASSOCIATIONS ARE ACCEPTED BY THE CITY FOR CARRYING OUT THE REQUIRED MAINTENANCE FUNCTIONS AND RESPONSIBILITIES.

THE OWNERS OR SUCCESSORS IN INTEREST AGREE TO JOIN IN ANY CITY-APPROVED STORMWATER MANAGEMENT PROGRAM AND TO PAY SUCH RATES AND CHARGES AS MAY BE FIXED THROUGH PUBLIC HEARINGS FOR SERVICE OR BENEFIT OBTAINED BY THE PLANNING, DESIGN, CONSTRUCTING, MAINTENANCE, OR OPERATION OF STORMWATER FACILITIES.

THE OWNERS OR SUCCESSORS IN INTEREST ALSO AGREE TO JOIN IN ANY CITY-APPROVED LOCAL IMPROVEMENT DISTRICT FOR STREET IMPROVEMENTS AND TO PAY SUCH RATES AND CHARGES AS MAY BE FIXED THROUGH PUBLIC HEARINGS FOR SERVICE OR BENEFIT OBTAINED BY THE PLANNING, DESIGN, CONSTRUCTING, MAINTAINING, OR OPERATION OF STREETS.

A PUBLIC SEWER WILL BE REQUIRED TO BE INSTALLED FOR THE PLAT. INDIVIDUAL SERVICE MUST BE PROVIDED TO EACH LOT PRIOR TO SALE. USE OF INDIVIDUAL ON-SITE DISPOSAL SYSTEMS SHALL NOT BE AUTHORIZED. THE DEVELOPER OF THE PROPOSAL SHALL BEAR THE COST OF PROVIDING THE REQUIRED SERVICES TO THE LOTS.

THE PUBLIC WATER SYSTEM WILL BE REQUIRED TO BE INSTALLED FOR THE PLAT AND INDIVIDUAL SERVICE MUST BE PROVIDED TO EACH LOT PRIOR TO SALE. THE USE OF PRIVATE WELLS OR WATER SYSTEMS IS PROHIBITED. THE DEVELOPER OF THE PROPOSAL SHALL BEAR THE COST OF AND SHALL PROVIDE FOR INDIVIDUAL DOMESTIC WATER SERVICE AS WELL AS FIRE PROTECTION TO EACH LOT PRIOR TO THE SALE OF EACH LOT AND PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR EACH LOT.

LOTS 2 THRU 13, BLOCK 1 ARE FOR "ATTACHED (TOWNHOME) SINGLE FAMILY HOUSING".

IN WITNESS WHEREOF, THE AFORESAID OWNERS HAVE CAUSED THEIR NAMES TO BE HEREUNTO SUBSCRIBED THIS _____ DAY OF _____, 20____.

ROCKY HILL, LLC
A WASHINGTON LIMITED LIABILITY COMPANY

BY: _____

ITS: _____

ACKNOWLEDGMENTS

STATE OF WASHINGTON)
) SS
COUNTY OF SPOKANE)

ON THIS _____ DAY OF _____, 20____, BEFORE ME PERSONALLY APPEARED _____ TO ME KNOWN TO BE _____ OF THE CORPORATION THAT EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED SAID INSTRUMENT TO BE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE SAID INSTRUMENT AND THAT THE SEAL AFFIXED IS THE CORPORATE SEAL OF SAID CORPORATION.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC, IN AND FOR THE STATE
OF WASHINGTON RESIDING AT SPOKANE,
MY COMMISSION EXPIRES _____

IN WITNESS WHEREOF, THE AFORESAID OWNERS HAVE CAUSED THEIR CORPORATE NAMES TO BE HEREUNTO SUBSCRIBED THIS _____ DAY OF _____, 20____.

WASHINGTON TRUST BANK

ACKNOWLEDGMENTS

STATE OF WASHINGTON)
) SS
COUNTY OF SPOKANE)

ON THIS _____ DAY OF _____, 20____, BEFORE ME PERSONALLY APPEARED _____ TO ME KNOWN TO BE _____ INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE SIGNED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN MENTIONED.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON, RESIDING AT SPOKANE
MY COMMISSION EXPIRES _____

CENTER QUARTER CORNER SECTION 11
NOTHING FOUND, NOTHING SET.
COMPUTED POSITION ONLY



SOUTH QUARTER CORNER SECTION 11
FND. 600 NAIL IN MON. BOX WITH THE HEAD BROKE
OFF IN A 1-1/2" O.D. PIPE
R/P'S
FND. "X" S51°28'51"W-39.84'(M) PER (D)
FND. TACK & TAG MARKED "MEM. 35157" IN POWER
POLE N64°E-72.98' PER (D)
NOT VISITED

SOUTHEAST SECTION CORNER SECTION 11
FOUND SPIKE DOWN 0.50' PER (B)
R/P'S
FOUND TACK & TAG MARKED "LS 18091" IN RAILROAD TIE
N/W CORNER, S12°E 31.87'
FOUND TACK & TAG MARKED "MEM. 35157" IN NORTH FACE
OF 28" PONDEROSA PINE, N65°W 53.90'
FOUND TACK & TAG MARKED "MEM. 35157" IN EAST FACE
OF 16" PONDEROSA PINE, N7°W 54.96'
DATE VISITED 8-19-13

EAST QUARTER CORNER SECTION 11
FOUND 1" IP, UP 1.0' AT INTERSECTION OF BARB WIRE
FENCE, RUNS N. & E. WITH DOUBLE FENCE SOUTH, PER (C)
R/P'S
FOUND SCRIBED "X" ON 28" X 18" STONE, UP 1.0', S16°W
8.65' PER (C)
FOUND TACK & TAG IN 16" PONDEROSA MARKED "MEM
35157" S30°E 94.10' PER (C)
FOUND TACK & TAG MARKED "LS 706" IN WEST FACE OF
3"x12" ROTTEN POST, N69°E 17.69' PER (C)
DATE VISITED 8-19-13

SPOKANE COUNTY AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____, 20____
AT _____ M., IN BOOK _____ OF _____ AT PAGE _____
AT THE REQUEST OF _____

SPOKANE COUNTY AUDITOR BY DEPUTY

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE CITY OF LIBERTY LAKE SUBDIVISION ORDINANCE.

RUDY F. KITZAN, PLS
CERTIFICATE NUMBER 33141



CITY OF LIBERTY LAKE

THIS PLAT WAS APPROVED AND ACCEPTED BY THE CITY OF LIBERTY LAKE OF SPOKANE COUNTY, WASHINGTON, ON THIS _____ DAY OF _____, 20____.

MAYOR, CITY OF LIBERTY LAKE

CITY OF LIBERTY LAKE PLANNING AND COMMUNITY DEVELOPMENT

EXAMINED AND APPROVED THIS _____ DAY OF _____, 20____.

COMMUNITY DEVELOPMENT DIRECTOR

CITY OF LIBERTY LAKE ENGINEER

EXAMINED AND APPROVED THIS _____ DAY OF _____, 20____.

CITY OF LIBERTY LAKE ENGINEER

SPOKANE COUNTY ASSESSOR

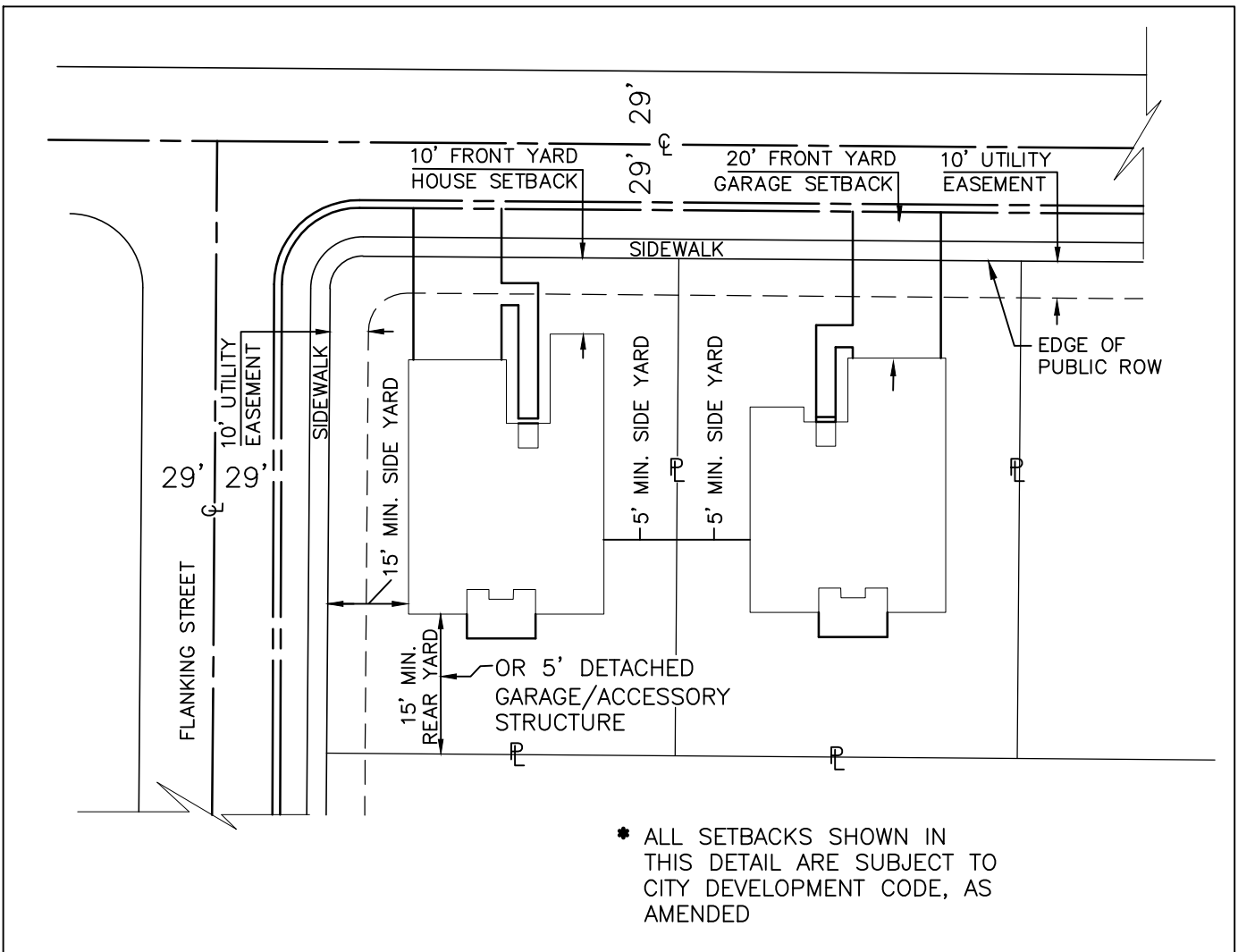
EXAMINED AND APPROVED THIS _____ DAY OF _____, 20____.

SPOKANE COUNTY ASSESSOR BY DEPUTY

SPOKANE COUNTY TREASURER

I DO HEREBY CERTIFY THAT ALL TAXES WHICH HAVE BEEN LEVIED AND BECOME CHARGEABLE AGAINST THE LAND SHOWN WITHIN THIS MAP HAVE BEEN FULLY PAID THE _____ DAY OF _____, 20____.

SPOKANE COUNTY TREASURER, BY DEPUTY



BUILDING SETBACKS
NTS

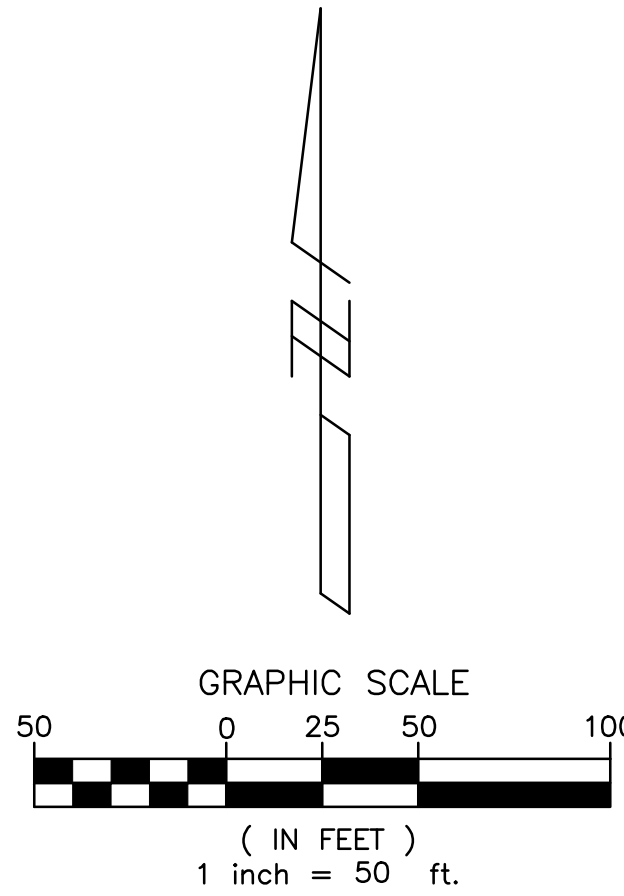
RFK LAND SURVEYING INC..				
1420 WEST GARLAND AVENUE SPOKANE, WA 99205 TEL: (509) 324-7861 FAX: (509) 327-7249 E-MAIL:rudy@rfklandsurveying.com	DRAWN	APPROVED	SCALE	PROJECT
	MEM	MEM	1"=50'	16-192
	DATE	DATE	SHEET	FIELD BOOK
	3/23/17	3/23/17	1 OF 2	

FINAL PLAT OF
ROCKY HILL NORTH 3RD ADDITION
P-11-0001C
A PORTION OF THE NORTHWEST QUARTER OF THE
SOUTHEAST QUARTER OF
SECTION 11, TOWNSHIP 25 NORTH, RANGE 45 EAST, W.M.,
CITY OF LIBERTY LAKE, SPOKANE COUNTY, WASHINGTON

SPOKANE COUNTY AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS ____ DAY OF _____, 20____
AT _____ M., IN BOOK ____ OF _____ AT PAGE ____
AT THE REQUEST OF _____

SPOKANE COUNTY AUDITOR BY DEPUTY



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 31°20'57" W	10.02'
L2	N 31°20'57" W	11.06'
L3	N 23°48'51" W	5.85'
L4	N 82°35'54" E	9.82'
L5	N 81°14'36" E	10.72'
L6	N 69°28'11" E	10.02'

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	290.50'	38.21'	38.18'	N 27°34'54" W	7°32'07"
C2	1009.50'	77.18'	77.16'	N 26°00'16" W	4°22'50"
C3	5029.00'	588.33'	588.00'	S 65°44'14" W	6°42'11"
C4	1350.00'	140.02'	139.96'	N 24°22'13" W	5°56'33"
C5	1000.00'	45.02'	45.02'	N 22°41'20" W	2°34'47"
C6	49.00'	78.01'	70.03'	S 21°37'47" W	91°13'00"
C7	300.00'	95.93'	95.52'	N 76°23'56" E	18°19'17"
C8	1798.00'	151.28'	151.24'	N 83°08'57" E	4°49'15"
C9	20.00'	30.98'	27.98'	S 19°04'56" W	88°45'29"
C10	30.00'	23.90'	23.28'	S 59°48'19" W	45°39'01"
C11	30.00'	20.61'	20.20'	N 00°12'15" W	39°21'15"
C12	30.00'	2.80'	2.80'	N 22°33'09" W	5°20'32"
C13	20.00'	30.31'	27.49'	N 68°38'40" W	86°50'31"
C14	20.00'	32.13'	28.78'	S 20°47'56" W	92°02'41"
C15	20.00'	31.48'	28.33'	N 70°20'09" W	90°10'54"
C16	20.00'	31.84'	28.58'	N 21°37'47" E	91°13'00"
C17	20.00'	25.44'	23.76'	S 61°40'04" E	72°53'18"



ACCURACY STATEMENT:

THIS SURVEY WAS PERFORMED WITH A SOKKIA 2700 ISX GPS RTK SYSTEM. THE AMOUNT OF ERROR IN EACH GROUP OF MEASUREMENTS IS WITHIN WASHINGTON STATE TOLERANCES.

BASIS OF BEARINGS

THE BEARING OF S01°02'19"E ON THE EAST LINE OF SECTION 11, TOWNSHIP 25 NORTH, RANGE 45 EAST W.M., AS SHOWN ON THE PLAT RECORDED IN BOOK 37 OF PLATS, PAGE 36 AND 37 WAS USED AS THE BASIS OF BEARING FOR THIS PLAT.

LEGEND

- △ -FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP MARKED "CLC 44925" OR LEAD PLUG WITH WASHER MARKED "CLC 44925" AT ACTUAL CORNER PER (A)
- -SET 1/2" X 18" REBAR WITH YELLOW PLASTIC CAP MARKED "KITZAN 33141", OR LEAD PLUG WITH WASHER MARKED KITZAN 33141" AT ACTUAL CORNER.

P.O.C.= POINT OF COMMENCEMENT

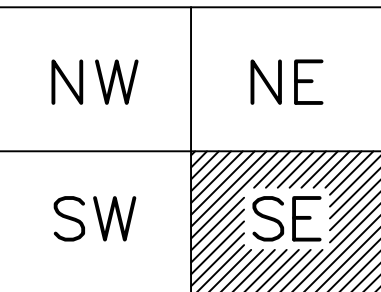
P.O.B.= POINT OF BEGINNING

* THESE LOTS ARE FOR "ATTACHED (TOWNHOME) SINGLE FAMILY HOUSING"

TOTAL PLAT AREA=6.64 ACRES

REFERENCES:

- (A) FINAL PLAT OF ROCKY HILL NORTH ADDITION, RECORDED IN BOOK 36 OF PLATS, PAGES 59 AND 60
- (B) FINAL PLAT OF ROCKY HILL 2ND ADDITION PUD, RECORDED IN BOOK 34 OF PLATS, PAGES 29-31



RFK LAND SURVEYING INC..

1420 WEST GARLAND AVENUE
SPOKANE, WA 99205
TEL: (509) 324-7861
FAX: (509) 327-7249
E-MAIL:rudy@rfklandsurveying.com

DRAWN MEM	APPROVED MEM	SCALE 1"=50'	PROJECT 16-192
DATE 3/23/17	DATE 3/23/17	SHEET 2 OF 2	FIELD BOOK

FINAL PLAT OF
ROCKY HILL NORTH 3RD ADDITION
P-11-0001C

PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST
QUARTER OF
SECTION 11, TOWNSHIP 25 NORTH, RANGE 45 EAST, W.M.,
CITY OF LIBERTY LAKE, SPOKANE COUNTY, WASHINGTON



**SECOND READ
ORDINANCE**



AGENDA ITEM NO.: 15

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

SUBJECT:

Extension of Moratorium for I-502 Uses

FOR THE AGENDA OF: April 18, 2017

DEPT. OF ORIGIN: Planning & Building Services /
City Attorney

EXHIBIT:

Ordinance 239

DEPT. HEAD APPROVAL: Katy Allen

EXPENDITURE REQUIRED:	Not Applicable
BUDGETED:	Not Applicable

SUMMARY STATEMENT

As part of the 2016 - 2017 City Development Regulations Periodic Updates and City Comprehensive Plan Amendment(s), the City is proposing to change all I-502 uses (retailer, producer, and processor) to Not Permitted Uses in the City Development Code and the River District SAP-08-0001 for all zones. Multiple public participation opportunities have been held through the City Planning Commission to receive feedback from the public about the proposal, including the Public Workshop and Public Hearing held on April 12, 2017. We also received public comments during the review of the Cannabis & Glass Short Plat application which was vested prior to enactment of the moratorium. The predominant view of respondents is that they do not want to see I-502 uses in the City of Liberty Lake.

Two members of the public that attended the City Planning Commission Public Workshop and Public Hearing on April 12, 2017 did express concern with the timing of the moratorium during the workshop portion of the meeting. They identified themselves as the proposed applicants for another retail store that had been in conversations with City Staff prior to enactment of the moratorium; however they were not yet at the application stage and therefore had no vested rights when the moratorium was enacted.

A moratorium extension will enable the City to maintain the status quo while completing the review process for the 2016 - 2017 City Development Regulations Periodic Updates and City Comprehensive Plan Amendment(s) which is anticipated to be before July 2017.

RECOMMENDED ACTION

1. Ordinance 2nd Reading & Adoption

**CITY OF LIBERTY LAKE
SPOKANE COUNTY, WASHINGTON
ORDINANCE NO. 239**

**AN ORDINANCE OF THE CITY OF LIBERTY LAKE, WASHINGTON EXTENDING
FOR SIX MONTHS A MORATORIUM ON THE ACCEPTANCE OF OR PROCESSING
OF APPLICATIONS, OR ISSUANCE OF PERMITS OR LICENSES, AND
APPROVALS, AND USES OR ACTIVITIES ASSOCIATED WITH THE PRODUCING,
PROCESSING, OR RETAILING OF MARIJUANA AND MARIJUANA-INFUSED
PRODUCTS.**

WHEREAS, the City has prepared and is implementing a Comprehensive Plan and Development Regulations in accordance with the provisions of the Washington State Growth Management Act; and

WHEREAS, the City initiated and successfully completed a process in 2015 to update its Comprehensive Plan in accordance with the provisions of the Washington State Growth Management Act; and

WHEREAS, the City is still in the process of reviewing and updating its Development Regulations in accordance with the provisions of the updated Comprehensive Plan and the provisions of the Washington State Growth Management Act; and which necessitates an extension of the moratorium; and

WHEREAS, the City is authorized pursuant to RCW 35A.63.220 and RCW 36.70A.390 to renew an existing moratorium for up to six-months as long as the City adopts findings of facts and holds a public hearing before renewing a moratorium; and

WHEREAS, the City Council adopted Ordinance No. 233 on October 18, 2016, that imposed a six-month moratorium prohibiting the acceptance of or processing of applications, or issuance of permits or licenses, and approvals, and uses or activities associated with the producing, processing, or retailing of marijuana and marijuana-infused products, and such ordinance included findings of fact to support imposition of the moratorium; and

WHEREAS, the City Council held a public hearing on November 1, 2016 regarding the moratorium imposed by Ordinance No. 233; and

WHEREAS, the City Council held a public hearing on April 18, 2017 regarding this Ordinance and the extension of the moratorium imposed by Ordinance No. 233; and

WHEREAS, the moratorium should be extended or cancelled no later than April 18, 2016; and

WHEREAS, an extension of the moratorium is necessary in order to provide the City with additional time to complete the update of the City's Development Regulations in

accordance with the City's Comprehensive Plan and the Washington State Growth Management Act; and

WHEREAS, a renewal of the moratorium is in the best interests of the City and is needed to preserve the public health, safety, and welfare of the residents of the City.

NOW, THEREFORE, the City Council of the City of Liberty Lake, Washington, do ordain as follows:

Section 1. **Findings of Fact.** The City Council adopts the above recitals as findings of fact in support of this Ordinance and those also set forth in Ordinance No. 233.

Section 2. **Moratorium Extension.** The City Council hereby extends for six additional months from the expiration of the current six-month moratorium, imposed by Ordinance No. 233, the acceptance of or processing of applications, or issuance of permits or licenses, and approvals, and uses or activities associated with the producing, processing, or retailing of marijuana and marijuana-infused products.

Section 3. **Term of Moratorium.** The moratorium established by this Ordinance shall be in effect for a period of six (6) months from April 18, 2017, unless repealed, extended, or modified by the City Council after a public hearing and the entry of appropriate findings of fact as required by RCW 35A.63.220 and/or RCW 36A.70A.390.

Section 4. **Severability.** If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or unconstitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 5. **Effective Date.** This Ordinance, as a public emergency ordinance, necessary for the protection of the public health, public safety, and public property, or public peace, shall take effect and be in full force and effect immediately upon adoption. Pursuant to *Matson v. Clark County Bd. Of Com'rs*, 79 Wash.App. 641, 904 P.2d 317 (1995), underlying facts necessary to support this emergency declaration are included in the "WHEREAS" clauses above, all of which are adopted by reference as set forth herein. This Ordinance shall become effective immediately upon passage. The City Clerk is directed to publish a summary of this Ordinance, as applicable, at the earliest publication date.

Passed by the City Council this ____ day of April, 2017.

MAYOR STEVE PETERSON

ATTEST:

ANN SWENSON, City Clerk

APPROVED AS TO FORM:

SEAN P. BOUTZ, City Attorney

Introduction of Upcoming Agenda Items



**DRAFT CITY COUNCIL
ADVANCED AGENDAS**

For Planning Discussion Purposes Only

As of April 14, 2017

Please note: This is a work in progress; items are tentative

May 2, 2017

DUE Wed, April 26

1. PROCLAMATION: Lemonade Day
2. REPORT: Pamela Mogen, Liberty Lake Municipal Library, First Quarter Report
3. Consent Agenda (minutes, vouchers)
4. General Business
 - Approve Arborist On Call Agreement

May 16, 2017

DUE Wed, May 10

1. Consent Agenda (minutes, vouchers)
2. General Business
 - Equipment purchase for Orchard Park

TENTATIVE ITEMS:

1. Service contract with Ptera for phones and cameras
2. RESOLUTION – Update to the Financial Policy
3. PRESENTATION: Municipal City Flag (CC confirmation in June /July)
4. Orchard Park land transfer (? 5/16 or 6/6)
5. River Crossing South Preliminary Plat Closed Record Public Hearing (6/6)
6. PRESENTATION: WM Donation to Rotary
7. Proposed 2016 - 2017 City Development Regulations Periodic Updates and City Comprehensive Plan Amendment(s)
 - a. City Council Workshop & Ordinance 1st Reading - June 6, 2017
 - b. City Council Public Hearing & Ordinance 2nd Reading - June 20, 2017
8. Award consultant contract for Harvard Bridge Revision (6/20)
9. Approve consultant contract for signals @ Madson/Signal (6/20)
10. Ordinance 236 – Moratorium extension for the Acceptance of Applications or Issuance of Permits for the Construction of Multifamily Housing; Providing for Severability; and Declaring an Emergency (expires 6/20)
11. Award bid for construction of beacon install @ Apts/HD (7/4 or alternate)
12. Ordinance 237 – Moratorium on the Acceptance of Applications and Issuance of Permits for Specific Types of Uses and Improvements in the I (Light Industrial) Zone; Providing Severability; and Declaring an Emergency (expires 8/21)
13. Award bid for signals @ Madsen/Signal (potentially 10/17, pending successful funding)
14. Harvard Bridge Revision conceptual design presentation to Council (11/7)
15. Award bid for construction of Orchard Park (12/5)
16. Acknowledgement of Brian Cuda for his donation of time & expertise in helping the City to stream CC meetings.
17. Trutina 1st Addition Final Plat Resolution
18. Workshop discussion: I-502 issues and options